



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

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sbsite.com

Via FedEx Standard Overnight
Tracking #: 7777 0466 5650

February 6, 2020

City of Pembroke Pines
10100 Pines Blvd.
Floor 5
Pembroke Pines, FL 33026

RE: **SBA Site ID:** **FL46239-A-0**
 SBA Site Name: **Chapel Trail**

Dear Lessor:

As a follow up to the Renewal Notice that was sent to you on September 11, 2019 renewing for one (1) additional five (5) year term as per Section 5.01 of the Agreement dated April 10, 2000, a copy of which is enclosed, this letter is to inform you that SBA 2012 TC Assets, LLC ("SBA") has not received your consent.

Pursuant the terms of the Lease Agreement (the "Agreement"), it is required that you provide consent to the next renewal term, which runs from April 10, 2020 through April 9, 2025.

You can provide consent to the renewal of this term by acknowledging below and returning back to my attention via email at mjean-baptistel@sbsite.com or by regular mail to address noted above.

If you have any questions regarding what is stated herein, please feel free to contact me directly at (800) 487-7483 ext. 7799 or via email. SBA looks forward to a continued and pleasant working relationship with you.

Sincerely,

Monica Jean-Baptiste
Site Administration Specialist I

Consented and Acknowledged By:

Lessor on behalf of City of Pembroke Pines

Name: _____

Title: _____



5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbsite.com

✓ ORIG. - CITY CLERK
C.C. - FINANCE
- FILE
- SBA

Via Certified Mail
9414 7266 9904 2014 7025 17

City of Pembroke Pines
10100 Pines Blvd.
Floor 5
Pembroke Pines, FL 33026

Re: **SBA Site Name: Chapel Trail** / POLICE SUB STATION
SBA Site ID #: FL46239-A-0

Notice of Renewal of Lease Agreement Executed April 10, 2000 (the "Agreement")

Dear Lessor:

This letter shall serve as written notice that SBA Towers IV, LLC has elected its right to exercise its option to renew the above-noted Agreement for one (1) additional five (5) year term as outlined in Section 5 of the lease agreement.

The next term of the Agreement will run from April 10, 2015 through April 9, 2020.

If you have any questions regarding the above, please feel free to contact me at 800-487-7483 x7841.

Very truly yours,

Negin Taheri
Site Administration Specialist

1-12-15
APPROVED

GORDON J. KEIBLER

JAN 29 2015

3-11-10 ORIG. TO VENDOR
CITY CLERK
CC: RINADE
B&Z
FILE

March 8, 2010

3rd Renewal Notice

Gordon Keibler/City of Pembroke Pines
13975 Pembroke Road
Pembroke Pines, FL 33027

Subject: Renewal of the Lease Agreement
TowerCo Site: FL2069/Chapel Trail
Site Address: 18450 NW Johnson Street, Pembroke Pines, FL

Dear Mr. Keibler:

Pursuant to Article 5.01 of the Lease Agreement, dated April 10, 2000, between City of Pembroke Pines and Nextel South Corp.; TowerCo hereby provides notice that TowerCo is exercising its right to extend the term of the Agreement for an additional term from April 10, 2010 through April 9, 2015.

Per the agreement the renewal period will be exercised upon mutual consent and written agreement by the parties. Please sign below giving consent to the renewal term.

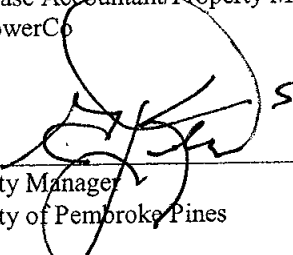
Please feel free to contact me regarding any issues concerning the Agreement. You may reach me by phone at (919)653-5750 or via email at dhancock@towerco.com.

When communicating with our office, please refer to the TowerCo site reference number (FL2069).

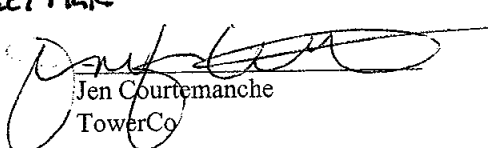
Thank you for your cooperation and assistance.

Sincerely,

Diane Hancock
Lease Accountant/Property Manager
TowerCo

For 
City Manager
City of Pembroke Pines

SPECIAL PROJECT MGR


Jen Courtemanche
TowerCo



TowerCo

5000 Valleystone Dr.
Cary, NC 27519

address 919.469.5559

main

919.469.5530

fax

info@towerco.com

email

www.towerco.com

website

Meeting Date:

4/5/2000

AGENDA REQUEST FORM
City of Pembroke Pines

Agenda Item No.

16

TITLE:

NEXTEL CELL TOWER LEASE

REQUESTED ACTION:

MOTION TO APPROVE LEASE WITH NEXTEL SOUTH CORPORATION FOR A 140 FT. MONOPOLE LOCATED WEST OF 184TH AVENUE AND JUST SOUTH OF JOHNSON STREET.

SUMMARY EXPLANATION & BACKGROUND:

1. Nextel South Corporation has requested a ground lease for location of a 140 ft. monopole for telephone service.
2. The location is east of our daycare center, south of Johnson Street and west of 184th Avenue.
3. The initial rental rate will be \$27,800 annually escalated by 3% per year. In addition we will receive 50% of any co-location revenue.
4. The Pole will be designed to accommodate at least two additional antennas.
5. Recommend approval of lease with Nextel South Corporation.

EXHIBITS (LIST):

1. Proposed lease with exhibits.
2. Location map.

PREPARED BY:

Name: **Assistant City Manager**

SOURCE OF ADDITIONAL INFORMATION:

Name: **Paul Wattles 435-6506**

Submitted By:


Charles F. Dodge, City Manager

Commission Action:

City Clerk

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

**LEASE AGREEMENT
BETWEEN
THE CITY OF PEMBROKE PINES
AND
NEXTEL SOUTH CORP., a Georgia corporation d/b/a Nextel Communications**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the _____ day of _____, 2000 by and between:

CITY OF PEMBROKE PINES, FLORIDA
a municipal corporation
10100 Pines Boulevard
Pembroke Pines, Florida 33026
(Hereinafter referred to as "CITY")

AND

NEXTEL SOUTH CORP, a Georgia corporation
d/b/a Nextel Communications
851 Trafalgar Court
Suite 300E
Maitland, Florida 32751
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of a certain real property located at 18450 NW Johnson Street, in the City of Pembroke Pines, Broward County, Florida and

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

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

WHEREAS, the CITY Council concurs with the recommendation of staff and deems it in the best interest of the City of Pembroke Pines to lease a portion of said real property to TENANT; and

WHEREAS, this AGREEMENT is entered into pursuant to Section 155.277 et. al. of the City's Code of Ordinances and remains subject to the requirements contained therein; and

WHEREAS, CITY and TENANT have negotiated an understanding to writing; now therefore,

IN CONSIDERATION OF Ten (\$10.00) Dollars, in hands paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

Section 1. REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of real property, situated in Pembroke Pines, Broward County, Florida, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes, under or along a twenty (20') foot wide right-of-way extending from nearest public right-of-way (more particularly described in Exhibit "A"). CITY hereby leases to TENANT and TENANT hereby leases from CITY approximately two thousand seven hundred (2,700) square feet. The leased property and right-of-way for access and utility easements, if any, are hereinafter referred to as the "Property".

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a 140' monopole antenna structure and foundation, a building or buildings, radio transmitting and receiving antennas, utility lines, transmission lines, electronic equipment, and supporting equipment ("Tenant's Equipment") as necessary now or in the future, to shelter its telecommunications equipment, as described in the Site Plan in Exhibit "B" attached hereto and made a part hereof to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT, upon the approval of the CITY, may modify its antenna support structure and building(s); said approval shall not be unreasonably withheld by CITY.
- 2.02 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements.
- 2.03 TENANT shall maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Pembroke Pines and Broward County, Florida.
- 2.04 The CITY reserves the right to, at any time during the lease, install or have installed other antennas for government or private usage. All antennas shall be placed in accordance with the Site Plan at an elevation as to provide the most effective use and with TENANT's approval which is not to be unreasonably withheld; provided, however, the CITY's or other antennas shall not interfere with TENANT's, or its sublessee's or licensee's, operations on the Property. Additional or replacement antennas may be installed pursuant to Section 155.277 et. al. of the CITY's Code of Ordinances provided that they do not interfere with the operation of the CITY's telecommunications.
- 2.05 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's telecommunications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. TENANT shall have the right to install a standby power generator for TENANT's exclusive uses. Should TENANT install an emergency generator at this site, the CITY may access and connect only the CITY's communications equipment to TENANT's emergency generator.

Market: South Florida
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- 2.06 TENANT shall submit all required applications for permits to the applicable CITY and/or County departments for review and approval and required fees.
- 2.07 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Equipment on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the real estate taxes on the real property by the taxing authorities, in which the Property is a part which results from the addition of Tenant's Equipment to the Property.
- 2.08 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures from the self-support antenna structure ("Tower") as defined in paragraph 17.06 below. If such time for removal causes TENANT to remain on the property after termination of the Agreement, TENANT shall pay rent at the then existing annual rate or on the existing month's pro rated basis, until such time as the removal of personal property and fixtures are completed. Notwithstanding the foregoing, within thirty (30) days of termination of this Agreement, CITY may elect to notify TENANT in writing of CITY's desire to have the Tower remain on City property. TENANT then has the option of conveying the Tower to the CITY or replacing the Tower with a comparable Tower which TENANT agrees to convey to the CITY for good and valuable consideration.
- 2.09 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.
- 2.10 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its wireless communications facility at the Tower. From time to time CITY may grant to itself and to other entities the right to operate wireless communications facilities at the Tower and/or the right to install antennas in connection with the operation of such facilities or other communications facilities and TENANT will not object to such facilities; provided, however that CITY shall not allow the operation of such facilities and antennas by other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. CITY acknowledges that TENANT will receive from any co-user, without objection from CITY, a yearly rental or occupancy fee as determined by TENANT.

Market: South Florida
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- 2.11 CITY hereby agrees that, if because of TENANT's operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of CITY, or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or county authorities.
- 3.02 CITY shall grant TENANT the right to survey said property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services along said right-of-way, including signing such documents of easements as may be required by any public utility. If unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way, either to the TENANT or to public utility.

Section 4. ACKNOWLEDGMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of this Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use said real property for its intended purpose, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.
- 4.02 TENANT shall, subsequent to the construction of the Tower, during the term of this Agreement, have the right to terminate this Agreement without cause, provided that TENANT provides CITY with ninety (90) days prior notice of the last day of occupancy ("Termination Date") in writing in accordance with Section 16 herein. If TENANT elects to terminate this Agreement under this Section, TENANT shall provide to CITY as liquidated damages no later than thirty calendar days after the Termination Date, a lump sum in the amount of one (1) year's rental payments from the date of Termination Date. Failure to timely pay said liquidated damages shall subject TENANT to a late payment fee of 1.5% per month (18% per annum).
- 4.03 Prior to the submittal of the application for the required building permit, TENANT shall have the right to perform or cause to be performed and shall have completed an assessment of the Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond levels acceptable to the TENANT under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

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- 4.04 TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees (1) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that CITY will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. To the extent permitted by law, CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. Nothing herein shall be interpreted to imply that the CITY has waived any of its rights of sovereign immunity. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.
- 4.05 CITY covenants that CITY has good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Property.
- 4.06 CITY waives any lien rights it may have concerning the TENANT's Equipment which are deemed TENANT's personal property and not fixtures, and Tenant has the right to remove the same at any time without CITY's consent. CITY acknowledges that TENANT has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the TENANT's Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (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 at any time without recourse to legal proceedings.

Section 5. TERM OF AGREEMENT

- 5.01 This Agreement is effective upon execution hereof, for a term of ten (10) years, with three (3) five (5) year renewal periods upon mutual consent and written agreement by the parties.

Section 6. CONSIDERATION

- 6.01 Upon the issuance of the Building Permit, CITY shall be paid an annual rental fee of \$27,800.00 for the first year. Said rental fee payment shall be due and payable to the CITY no later than seven (7) calendar days from the date the Building Permit is issued.
- 6.02 In addition to the rental payment described in Section 6.01, TENANT shall pay to CITY 50% of all revenues received from any third party source for co-location regarding the construction or use of the Telecommunications Tower contemplated by this Agreement within thirty (30) days of receipt of same.

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- 6.03 Thereafter, each Annual Rent payment shall increase at a rate of three (3) percent compounded annually and shall be due on the Building Permit anniversary date and be submitted to the CITY, no later than thirty (30) calendar days after the anniversary date of the Building Permit. Annual rent payments shall incur a late payment fee of 1.5% per month (18% per annum), calculated from the Building Permit anniversary date, for any payment submitted to the CITY later than the date due.
- 6.04 This is a net-net-net lease and TENANT shall pay all applicable taxes, including Florida state sales tax, real estate taxes assessed against TENANT's Equipment, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property.

Section 7. TERMINATION

- 7.01 Pursuant to Sections 4.01 and 4.03 of this Agreement, the TENANT may terminate this Agreement by providing a ten (10) calendar day written notice prior to the effective termination date.
- 7.02 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for cause by providing a ninety (90) calendar day written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of written notice. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect.
- 7.03 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY. Notwithstanding the foregoing, if such termination by TENANT is due to a default on the part of the CITY or its agents of any terms or conditions contained in this Agreement, the CITY will refund to TENANT in any unearned prepaid Rent still in its possession, and TENANT will not be subject to liquidated damages as provided for in Section 4.02.
- 7.04 If the Property or Tenant's Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to City no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

Section 8. INDEMNIFICATION

- 8.01 General Indemnification: TENANT agrees to indemnify, save and hold harmless and defend CITY, its City Commission members, officers, agents and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement, by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including, but not limited to, paralegal fees.

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attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of CITY when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

- 8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law of Florida Statutes 768.28, as amended from time to time.
- 8.03 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Property by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all suits. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party. Nothing herein shall be interpreted to imply that the CITY has waived any of its right of sovereign immunity.

Section 9. INSURANCE

- 9.01 The TENANT shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the Risk Manager of the CITY nor shall the TENANT allow any contractor to commence work on his sub-contract until all similar such insurance required of the contractor has been obtained and approved.
- 9.02 Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 9.03 Financial Ratings must be no less than "A" and Class "X" respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 9.04 Insurance shall be in force until all work required to be performed under the terms of the Agreement is satisfactorily completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the TENANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The TENANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 9.05 Required Insurance
- 9.05.1 Comprehensive general Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operation,

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products/completed operations, and certain contracts. coverage must be written on an occurrence basis, with the following limits of liability:

Bodily Injury

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | 1,000,000 |

Property Damage

- | | |
|---------------------|-----------|
| 1. Each Occurrence | 1,000,000 |
| 2. Annual Aggregate | 1,000,000 |

Personal Injury

- | | |
|------------------|-----------|
| Annual Aggregate | 1,000,000 |
|------------------|-----------|

Completed Operations and Products Liability shall be maintained for two (2) years after construction of the Tower is completed.

Property Damage Liability Insurance shall include coverage for the following hazards: X - Explosion, C - Collapse, U- Underground.

- 9.05.2 Workers Compensation insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the TENANT shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the TENANT. The TENANT and its subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- | | |
|----------------------|----------------------------|
| Workers Compensation | Statutory |
| Employer's Liability | \$5,000,000 per occurrence |

- 9.05.3 Comprehensive Auto Liability

Bodily Injury

- | | |
|---------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Annual Aggregate | 1,000,000 |

Property Damage

- | | |
|---------------------|-----------|
| 1. Each Occurrence | 1,000,000 |
| 2. Annual Aggregate | 1,000,000 |

Coverage shall include owned, hired and no owned vehicles.

- 9.05.4 Umbrella Liability

In addition to the above stated policies the TENANT shall maintain, for the life of this Agreement, and excess umbrella liability policy wherein the CITY of Pembroke Pines shall be named as an additional insured.

Limit \$5,000,000

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- 9.06 The TENANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to person, property or premises arising out of the operations to complete this Agreement, except to the extent such damage is due to the CITY's negligence or wilful misconduct, and name the CITY as an additional insured under their policy.
- 9.07 The CITY reserves the right to require any other reasonable insurance coverage it deems necessary depending upon the exposures.

Section 10. ASSIGNMENT

- 10.01 TENANT may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Property without the prior written consent of CITY; provided, however, that TENANT may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 4.06 above. CITY may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of CITY's obligations herein, including but not limited to, those set forth in Paragraph 4.06 above. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities in respect of guaranties thereof.

Section 11. COMPLIANCE WITH LAWS

- 11.01 TENANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, CITY and any other public authority which may be applicable.

Section 12. GOVERNING LAW: VENUE

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

Section 13. INSOLVENCY

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

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Section 14. ENTIRE AGREEMENT

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

Section 15. SEVERABILITY

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

Section 16. NOTICES

- 16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested or by facsimile transmission with certification of transmission to the receiving party, to the following persons and addresses:

CITY:

City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 330253099
Phone Number: (954) 431-4884
Fax Number: (954) 437-1149

WITH COPY TO:

Samuel S. Goren, City Attorney
Josias, Goren, Cherof, Doody & Ezrol,
E. Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
Phone Number: (954) 771-4500
Fax Number: (954) 771-4923

TENANT:

Nextel South Corp
851 Trafalgar Court, Suite 300E
Maitland, Florida 32751
Attn: Property Manager
Phone Number: (407) 948-2192
Fax Number: (407) 667-1241

WITH COPY TO:

Nextel Communications, Inc.
2001 Edmund Halley Drive, 6th Fl Mail Stop 8E530
Reston, VA 20191-3436
Attn: Site Leasing Services, Contracts Manager
Phone Number: (703) 433-4248
Fax Number: (703) 433-4033

Section 17. OTHER PROVISIONS

- 17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Property of a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way. CITY agrees not to sell, lease or use any other areas of the entire parcel upon which the Property is situated for placement of other communications Equipment if, in TENANT's sole judgment (which shall not be arbitrary), such installation would interfere with the Equipment in use by TENANT.

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

- 17.02 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 CITY and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of an eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.
- 17.03 City covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property.
- 17.04 Attorney's Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.05 Upon request, CITY will waive or otherwise subordinate any lien rights it might have in order to facilitate TENANT's financing of said improvements and will execute such documents as may be reasonably necessary so to do.
- 17.06 TENANT has the right to erect, maintain and operate on the Property, radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto. In connection therewith, TENANT has the right to do all work necessary to prepare, maintain and alter the Property for TENANT's business operations and to install transmission lines connecting the antennas to the transmitter and receivers. All of TENANT's construction and installation work shall be performed at TENANT's sole cost and expense and in a good and workmanlike manner. Title to the Tower and TENANT's Equipment shall be held by TENANT and shall remain TENANT's personal property and are not to be considered fixtures. Upon termination of this Agreement, TENANT shall not be required to remove any foundation more than one (1) foot below grade level.

Section 18. PUBLIC RECORDS

- 18.01 CITY and TENANT agree that a Memorandum of this Agreement in the form annexed hereto as Exhibit "C" will be recorded in the Public Records of Broward County, Florida, upon execution of this Agreement. The cost for recordation shall be paid by the TENANT. TENANT may obtain title insurance on its interest in the Property. CITY shall cooperate by executing documentation required by the title insurance company.

(SIGNATURES AND NOTARIES ON FOLLOWING PAGES)

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

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

CITY

Signed, sealed and delivered in the presence of:

City of Pembroke Pines, Florida,
a municipal corporation

Witness

Print Name: _____

Witness

Print Name: _____

By: _____

Print Name: _____

Title: Mayor

Address: _____

Tax ID#: 04-00644-0018

Attest:

Approved as to Form:

Eileen Tesh, City Clerk

Office of the City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as Mayor of The City of Pembroke Pines, Florida, a municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name
My commission expires: _____

(SIGNATURES AND NOTARIES CONTINUED ON FOLLOWING PAGE)

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

TENANT:

Signed, sealed and delivered in the presence of:

Maelechea Thompson
Witness
Print Name: maelechea Thompson

Tanya Jackson
Witness
Print Name: Tanya Jackson

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

By: John Cafaro
Print Name: John Cafaro
Title: Vice President

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 29 day of March, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Mary Dodd Smith
Notary Public
Mary Dodd Smith
Print Name

My commission expires:



Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Land is described and/or depicted as follows (metes and bounds description):

BY PAUL KENNEDY AND HERBERT D. KATE,
INDIVIDUALLY AND AS TRUSTEES
OF THE CITY OF PEMBROKE PINES

DESCRIPTION OF LINE STATION SITED

A PORTION OF PARCEL "A", CHAPEL TRAIL 11, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING FURTHER DESCRIBED AS BEING 72.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 13, TOWNSHIP 31 SOUTH, RANGE 39 EAST, AND BEING 198.02 NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 03°27'08" EAST, A DISTANCE OF 300.36 FEET; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 303.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°01'07" EAST, A DISTANCE OF 320.13 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE NORTH 88°19'24" WEST, A DISTANCE OF 808.23 FEET; THENCE SOUTH 00°01'07" WEST, ALONG A LINE PARALLEL WITH AND 660.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 320.13 FEET; THENCE SOUTH 88°19'24" EAST, ALONG A LINE PARALLEL WITH AND 1000.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 600.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 4.410 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 218H-6.04(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT
IS SIGNED AND SEALED BY A
LICENSED LAND SURVEYOR

DENNIS H. BEALE
REGISTERED LAND SURVEYOR NO. 3606
STATE OF FLORIDA

BR16207PC1707

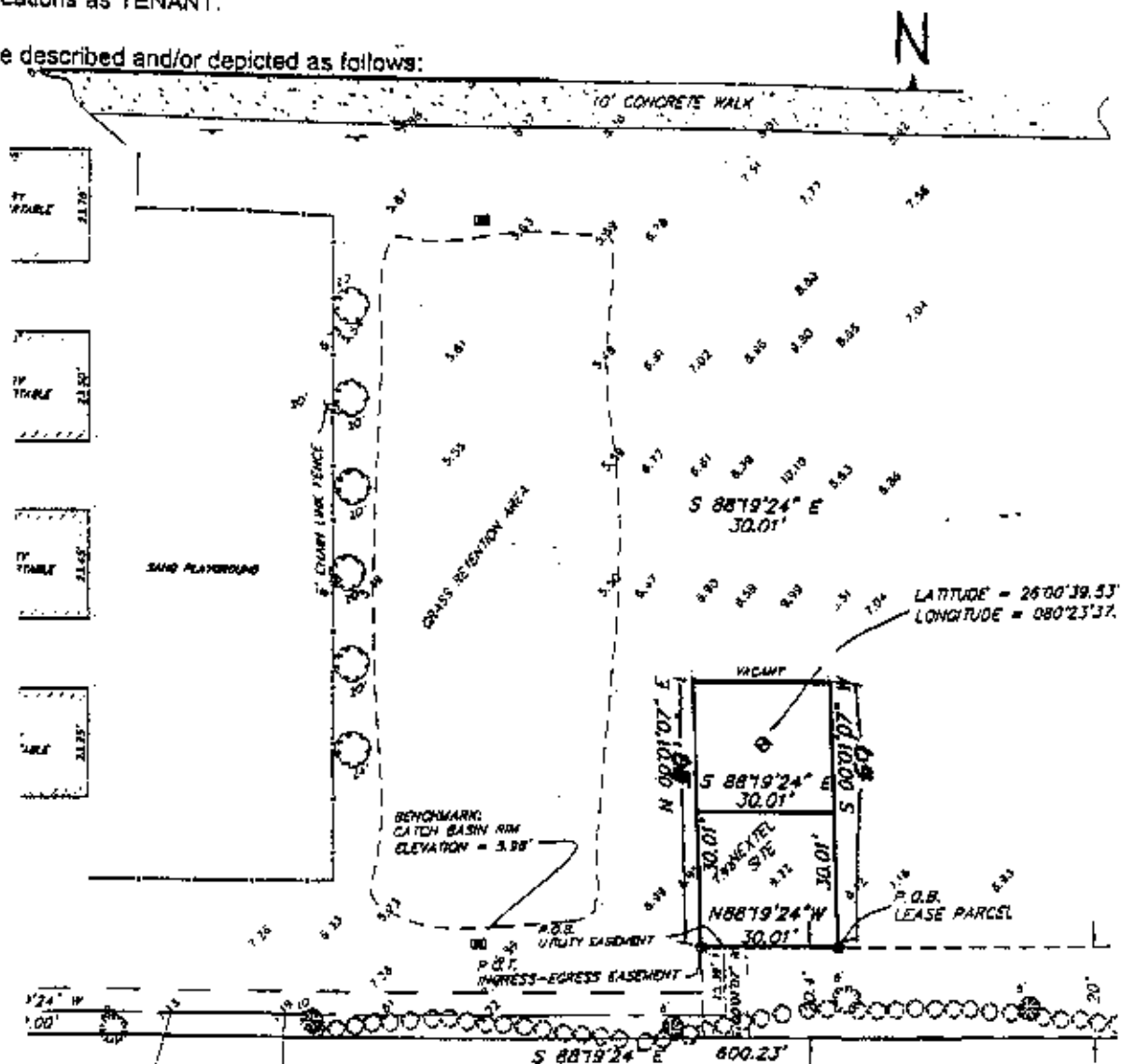
Market: South Florida
 Site No: FL 2641A
 Site Name: Chapel Trail

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.*

The Premises are described and/or depicted as follows:



Notes:

- 1) This Exhibit may be replaced by a land survey of the Premises once it is received by TENANT.
- 2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

EXHIBIT C

PREPARED BY:

Paula Hickman, Esq.
Nextel South Corp.
2201 Lucien Way, Suite 200
Maitland, FL 32751

RETURN TO:

Alan Gabriel, Esq.
2455 East Sunrise Blvd.
Penthouse East
Ft. Lauderdale, FL 33304

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _____, 2000, by and between CITY OF PEMBROKE PINES, Florida, a municipal corporation, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 (hereinafter referred to as "CITY") and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "TENANT").

CITY and TENANT entered into a Communications Site Lease Agreement ("Agreement") on the ____ day of _____, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for ten (10) years commencing on _____, 2000 ("Commencement Date"), and terminating on the tenth (10th) anniversary of the Commencement Date with three (3) successive five (5) year options to renew by mutual agreement of the parties.

The Land which is the subject of the Agreement is in Broward County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to TENANT (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____

Witness
Print Name: _____

Attest:

Eileen Tesh, City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as Mayor of The City of Pembroke Pines, Florida, a municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name
My commission expires: _____

CITY:

CITY OF PEMBROKE PINES, FLORIDA,
a municipal corporation

FOR EXHIBIT ONLY - DO NOT EXECUTE

By: _____

Print Name: _____

Title: Mayor

Address: _____

Tax ID#: 04-00644-0016

Approved as to Form:

Office of the City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

TENANT:

Signed, sealed and delivered in the presence of:

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

FOR EXHIBIT ONLY - DO NOT EXECUTE

Witness

Print Name: _____

By: _____

Print Name: John Cafaro

Witness

Print Name: _____

Title: Vice President

STATE OF Georgia

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

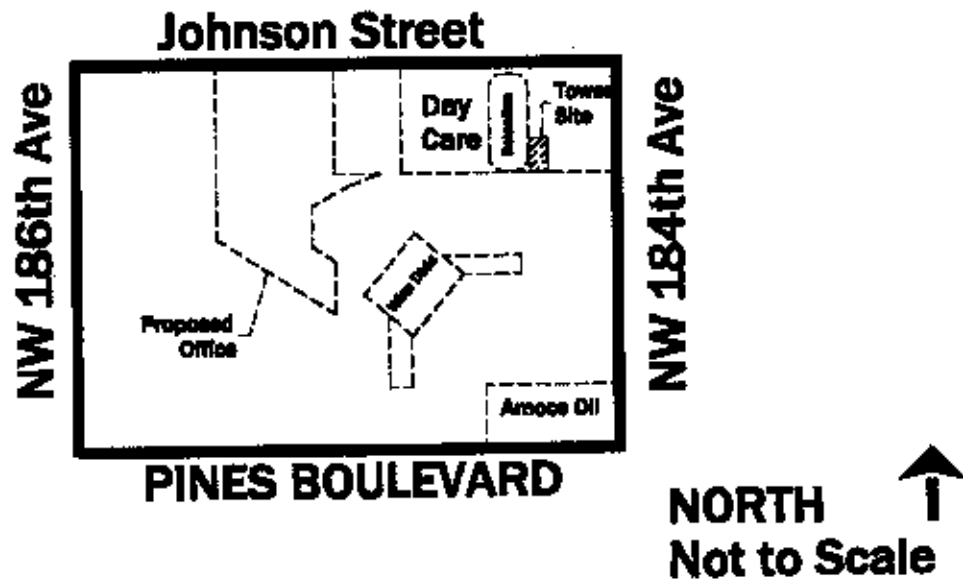
Notary Public

Print Name

My commission expires: _____

EXHIBIT 2

CITY OF PEMBROKE PINES VICINITY MAP FOR: Nextel @ Chapel Trail



Meeting Date:

4/5/2000

AGENDA REQUEST FORM
City of Pembroke Pines

Agenda Item No.

16

TITLE:

NEXTEL CELL TOWER LEASE

REQUESTED ACTION:

MOTION TO APPROVE LEASE WITH NEXTEL SOUTH CORPORATION FOR A 140 FT. MONOPOLE LOCATED WEST OF 184TH AVENUE AND JUST SOUTH OF JOHNSON STREET.

SUMMARY EXPLANATION & BACKGROUND:

1. Nextel South Corporation has requested a ground lease for location of a 140 ft. monopole for telephone service.
2. The location is east of our daycare center, south of Johnson Street and west of 184th Avenue.
3. The initial rental rate will be \$27,800 annually escalated by 3% per year. In addition we will receive 50% of any co-location revenue.
4. The Pole will be designed to accommodate at least two additional antennas.
5. Recommend approval of lease with Nextel South Corporation.

EXHIBITS (LIST):

1. Proposed lease with exhibits.
2. Location map.

PREPARED BY:

Name: Assistant City Manager

SOURCE OF ADDITIONAL INFORMATION:

Name: Paul Wattles 435-6506

Submitted By:


Charles F. Dodge, City Manager

Commission Action:

Motion Passed 4/5/00


City Clerk

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

PREPARED BY:

Paula Hickman, Esq.
Nextel South Corp.
2201 Lucien Way, Suite 200
Maitland, FL 32751

RETURN TO:

Alan Gabriel, Esq.
2455 East Sunrise Blvd.
Penthouse East
Ft. Lauderdale, FL 33304

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 10 day of April, 2000, by and between CITY OF PEMBROKE PINES, Florida, a municipal corporation, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 (hereinafter referred to as "CITY") and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "TENANT").

CITY and TENANT entered into a Communications Site Lease Agreement ("Agreement") on the 10 day of April, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for ten (10) years commencing on 4/10, 2000 ("Commencement Date"), and terminating on the tenth (10th) anniversary of the Commencement Date with three (3) successive five (5) year options to renew by mutual agreement of the parties.

The Land which is the subject of the Agreement is in Broward County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to TENANT (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

TENANT:

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

Signed, sealed and delivered in the presence of:

Witness

Print Name: Madechela Thompson

Witness

Print Name: Tanya Jackson

By: [Signature]

Print Name: John Cafaro

Title: Vice President

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 29 day of March, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires:



Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

EXHIBIT A
DESCRIPTION OF LAND

to the Agreement dated 4-10, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Land is described and/or depicted as follows (metes and bounds description):

BY PAUL MORRIS AND HERBERT D. KATE,
INDIVIDUALLY AND AS TRUSTEES
TO CITY OF PEMBERKE PINES

DESCRIPTION OF FIRE STATION SITE

A PORTION OF PARCEL "A", CHAPEL TRAIL 11, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING FURTHER DESCRIBED AS BEING 72.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 13, TOWNSHIP 37 SOUTH, RANGE 33 EAST, AND BEING 198.00 NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 03°27'09" EAST, A DISTANCE OF 200.36 FEET; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 303.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°01'07" EAST, A DISTANCE OF 320.13 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE NORTH 88°19'24" WEST, A DISTANCE OF 800.25 FEET; THENCE SOUTH 00°01'07" WEST, ALONG A LINE PARALLEL WITH AND 680.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 320.13 FEET; THENCE SOUTH 88°19'24" EAST, ALONG A LINE PARALLEL WITH AND 1000.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 800.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBERKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 4.410 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 211M-8.00(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT
IS SIGNED AND SEALED BY A LICENSED
LAND SURVEYOR IN THE STATE OF FLORIDA

DEWITT H. BEALE, JR.
REGISTERED LAND SURVEYOR NO. 3606
STATE OF FLORIDA

1626294W

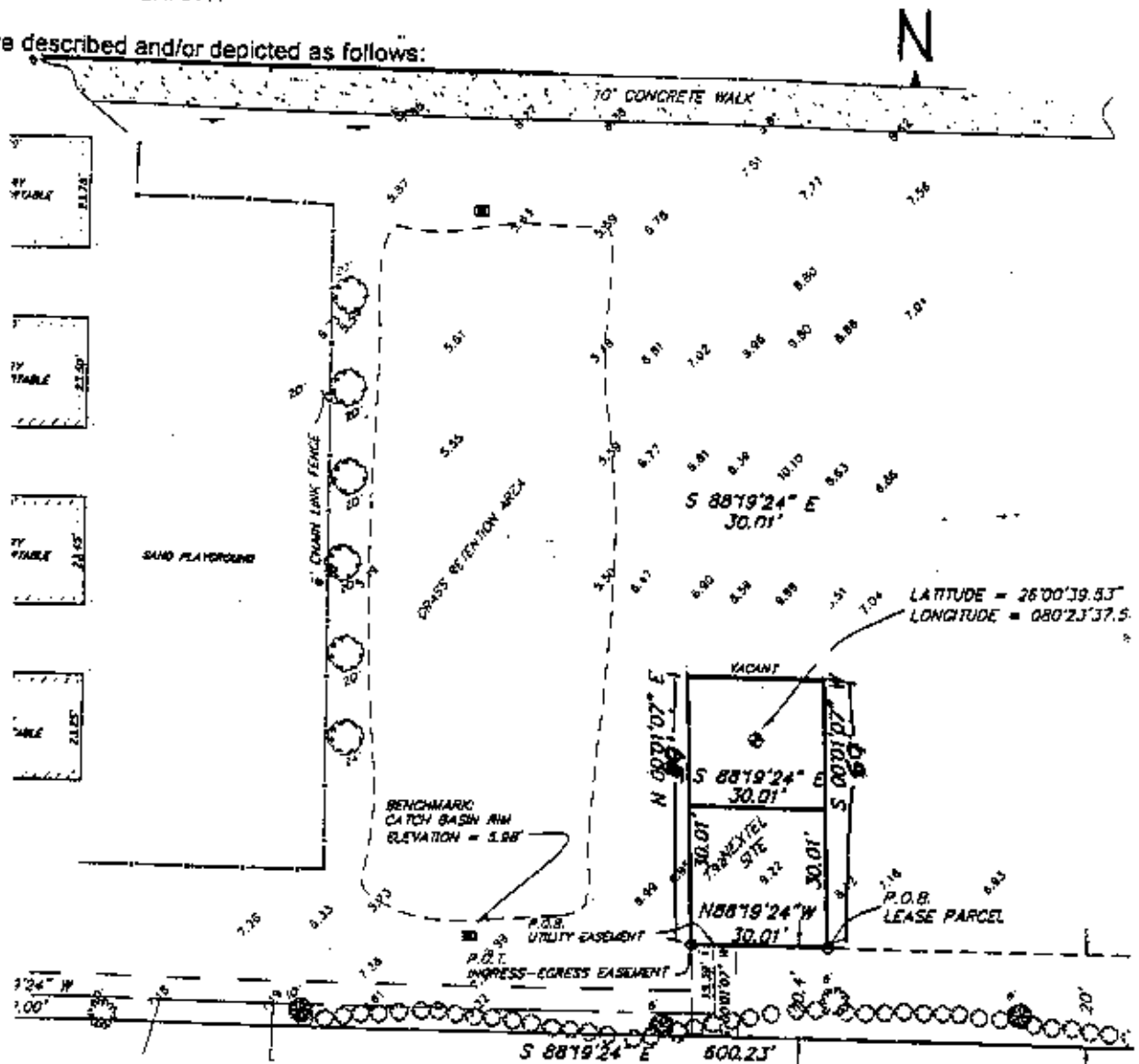
Market: South Florida
 Site No: FL 2641A
 Site Name: Chapel Trail

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Premises are described and/or depicted as follows:



Notes:

- 1) This Exhibit may be replaced by a land survey of the Premises once it is received by TENANT.
- 2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

**LEASE AGREEMENT
BETWEEN
THE CITY OF PEMBROKE PINES
AND
NEXTEL SOUTH CORP., a Georgia corporation d/b/a Nextel Communications**

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the 10 day of April, 2000 by and between:

CITY OF PEMBROKE PINES, FLORIDA
a municipal corporation
10100 Pines Boulevard
Pembroke Pines, Florida 33026
(Hereinafter referred to as "CITY")

AND

NEXTEL SOUTH CORP, a Georgia corporation
d/b/a Nextel Communications
851 Trafalgar Court
Suite 300E
Maitland, Florida 32751
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of a certain real property located at 18450 NW Johnson Street, in the City of Pembroke Pines, Broward County, Florida and

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

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

WHEREAS, the CITY Council concurs with the recommendation of staff and deems it in the best interest of the City of Pembroke Pines to lease a portion of said real property to TENANT; and

WHEREAS, this AGREEMENT is entered into pursuant to Section 155.277 et. al. of the City's Code of Ordinances and remains subject to the requirements contained therein; and

WHEREAS, CITY and TENANT have negotiated an understanding to writing; now therefore,

IN CONSIDERATION OF Ten (\$10.00) Dollars, in hands paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

Section 1. REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of real property, situated in Pembroke Pines, Broward County, Florida, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes, under or along a twenty (20') foot wide right-of-way extending from nearest public right-of-way (more particularly described in Exhibit "A"). CITY hereby leases to TENANT and TENANT hereby leases from CITY approximately two thousand seven hundred (2,700) square feet. The leased property and right-of-way for access and utility easements, if any, are hereinafter referred to as the "Property".

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

- 2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a 140' monopole antenna structure and foundation, a building or buildings, radio transmitting and receiving antennas, utility lines, transmission lines, electronic equipment, and supporting equipment ("Tenant's Equipment") as necessary now or in the future, to shelter its telecommunications equipment, as described in the Site Plan in Exhibit "B" attached hereto and made a part hereof to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT, upon the approval of the CITY, may modify its antenna support structure and building(s); said approval shall not be unreasonably withheld by CITY.
- 2.02 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property. CITY grants TENANT the right to use adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's Improvements.
- 2.03 TENANT shall maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Pembroke Pines and Broward County, Florida.
- 2.04 The CITY reserves the right to, at any time during the lease, install or have installed other antennas for government or private usage. All antennas shall be placed in accordance with the Site Plan at an elevation as to provide the most effective use and with TENANT's approval which is not to be unreasonably withheld; provided, however, the CITY's or other antennas shall not interfere with TENANT's, or its sublessee's or licensee's, operations on the Property. Additional or replacement antennas may be installed pursuant to Section 155.277 et. al. of the CITY's Code of Ordinances provided that they do not interfere with the operation of the CITY's telecommunications.
- 2.05 TENANT shall furnish, to its unmanned equipment shelter, electric service for the operation of TENANT's telecommunications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. TENANT shall have the right to install a standby power generator for TENANT's exclusive uses. Should TENANT install an emergency generator at this site, the CITY may access and connect only the CITY's communications equipment to TENANT's emergency generator.

Marker: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

- 2.06 TENANT shall submit all required applications for permits to the applicable CITY and/or County departments for review and approval and required fees.
- 2.07 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Equipment on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the real estate taxes on the real property by the taxing authorities, in which the Property is a part which results from the addition of Tenant's Equipment to the Property.
- 2.08 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures from the self-support antenna structure ("Tower") as defined in paragraph 17.06 below. If such time for removal causes TENANT to remain on the property after termination of the Agreement, TENANT shall pay rent at the then existing annual rate or on the existing month's pro rated basis, until such time as the removal of personal property and fixtures are completed. Notwithstanding the foregoing, within thirty (30) days of termination of this Agreement, CITY may elect to notify TENANT in writing of CITY's desire to have the Tower remain on City property. TENANT then has the option of conveying the Tower to the CITY or replacing the Tower with a comparable Tower which TENANT agrees to convey to the CITY for good and valuable consideration.
- 2.09 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.
- 2.10 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its wireless communications facility at the Tower. From time to time CITY may grant to itself and to other entities the right to operate wireless communications facilities at the Tower and/or the right to install antennas in connection with the operation of such facilities or other communications facilities and TENANT will not object to such facilities: provided, however that CITY shall not allow the operation of such facilities and antennas by other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. CITY acknowledges that TENANT will receive from any co-user, without objection from CITY, a yearly rental or occupancy fee as determined by TENANT.

Market: South Florida
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Site Name: Chapel Trail

- 2.11 CITY hereby agrees that, if because of TENANT's operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of CITY, or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or markings.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or county authorities.
- 3.02 CITY shall grant TENANT the right to survey said property in order to meet requirements to submit the applications for permits.
- 3.03 CITY shall cooperate with TENANT in its effort to obtain utility services along said right-of-way, including signing such documents of easements as may be required by any public utility. If unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way, either to the TENANT or to public utility.

Section 4. ACKNOWLEDGMENT

- 4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of this Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use said real property for its intended purpose, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.
- 4.02 TENANT shall, subsequent to the construction of the Tower, during the term of this Agreement, have the right to terminate this Agreement without cause, provided that TENANT provides CITY with ninety (90) days prior notice of the last day of occupancy ("Termination Date") in writing in accordance with Section 16 herein. If TENANT elects to terminate this Agreement under this Section, TENANT shall provide to CITY as liquidated damages no later than thirty calendar days after the Termination Date, a lump sum in the amount of one (1) year's rental payments from the date of Termination Date. Failure to timely pay said liquidated damages shall subject TENANT to a late payment fee of 1.5% per month (18% per annum).
- 4.03 Prior to the submittal of the application for the required building permit, TENANT shall have the right to perform or cause to be performed and shall have completed an assessment of the Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond levels acceptable to the TENANT under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

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- 4.04 TENANT agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. CITY represents, warrants and agrees (1) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that CITY will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. To the extent permitted by law, CITY and TENANT each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. Nothing herein shall be interpreted to imply that the CITY has waived any of its rights of sovereign immunity. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.
- 4.05 CITY covenants that CITY has good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Property.
- 4.06 CITY waives any lien rights it may have concerning the TENANT's Equipment which are deemed TENANT's personal property and not fixtures, and Tenant has the right to remove the same at any time without CITY's consent. CITY acknowledges that TENANT has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the TENANT's Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (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 at any time without recourse to legal proceedings.

Section 5. TERM OF AGREEMENT

- 5.01 This Agreement is effective upon execution hereof, for a term of ten (10) years, with three (3) five (5) year renewal periods upon mutual consent and written agreement by the parties.

Section 6. CONSIDERATION

- 6.01 Upon the issuance of the Building Permit, CITY shall be paid an annual rental fee of \$27,800.00 for the first year. Said rental fee payment shall be due and payable to the CITY no later than seven (7) calendar days from the date the Building Permit is issued.
- 6.02 In addition to the rental payment described in Section 6.01, TENANT shall pay to CITY 50% of all revenues received from any third party source for co-location regarding the construction or use of the Telecommunications Tower contemplated by this Agreement within thirty (30) days of receipt of same.

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- 6.03 Thereafter, each Annual Rent payment shall increase at a rate of three (3) percent compounded annually and shall be due on the Building Permit anniversary date and be submitted to the CITY, no later than thirty (30) calendar days after the anniversary date of the Building Permit. Annual rent payments shall incur a late payment fee of 1.5% per month (18% per annum), calculated from the Building Permit anniversary date, for any payment submitted to the CITY later than the date due.
- 6.04 This is a net-net-net lease and TENANT shall pay all applicable taxes, including Florida state sales tax, real estate taxes assessed against TENANT's Equipment, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property.

Section 7. TERMINATION

- 7.01 Pursuant to Sections 4.01 and 4.03 of this Agreement, the TENANT may terminate this Agreement by providing a ten (10) calendar day written notice prior to the effective termination date.
- 7.02 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for cause by providing a ninety (90) calendar day written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within forty-five (45) calendar days of receipt of written notice. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect.
- 7.03 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY. Notwithstanding the foregoing, if such termination by TENANT is due to a default on the part of the CITY or its agents of any terms or conditions contained in this Agreement, the CITY will refund to TENANT in any unearned prepaid Rent still in its possession, and TENANT will not be subject to liquidated damages as provided for in Section 4.02.
- 7.04 If the Property or Tenant's Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to City no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

Section 8. INDEMNIFICATION

- 8.01 General Indemnification: TENANT agrees to indemnify, save and hold harmless and defend CITY, its City Commission members, officers, agents and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement, by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens, settlements or judgments, of any nature whatsoever, in connection therewith, including, but not limited to, paralegal fees,

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attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of CITY when applicable, and shall pay all costs and judgments which may issue thereon at both the trial and appellate levels. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

- 8.02 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law of Florida Statutes 768.28, as amended from time to time.
- 8.03 To the extent permitted by law, the CITY agrees to hold TENANT, its officers, agents and employees, harmless and indemnify for liability arising out of the use or occupancy of the Property by CITY pursuant to this Agreement. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney fees, paralegal fees and costs to defend all suits. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party. Nothing herein shall be interpreted to imply that the CITY has waived any of its right of sovereign immunity.

Section 9. **INSURANCE**

- 9.01 The TENANT shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the Risk Manager of the CITY nor shall the TENANT allow any contractor to commence work on his sub-contract until all similar such insurance required of the contractor has been obtained and approved.
- 9.02 Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 9.03 Financial Ratings must be no less than "A" and Class "X" respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 9.04 Insurance shall be in force until all work required to be performed under the terms of the Agreement is satisfactorily completed. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the TENANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The TENANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 9.05 Required Insurance
- 9.05.1 Comprehensive general Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operation,

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products/completed operations, and certain contracts. coverage must be written on an occurrence basis, with the following limits of liability:

Bodily Injury		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000
Property Damage		
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000
Personal Injury		
	Annual Aggregate	1,000,000

Completed Operations and Products Liability shall be maintained for two (2) years after construction of the Tower is completed.

Property Damage Liability Insurance shall include coverage for the following hazards: X - Explosion, C - Collapse, U- Underground.

- 9.05.2 Workers Compensation insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the TENANT shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the TENANT. The TENANT and its subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

Workers Compensation Employer's Liability	Statutory \$5,000,000 per occurrence
--	---

9.05.3 Comprehensive Auto Liability

Bodily Injury		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000
Property Damage		
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000

Coverage shall include owned, hired and no owned vehicles.

9.05.4 Umbrella Liability

In addition to the above stated policies the TENANT shall maintain, for the life of this Agreement, and excess umbrella liability policy wherein the CITY of Pembroke Pines shall be named as an additional insured.

Limit \$5,000,000

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- 9.06 The TENANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to person, property or premises arising out of the operations to complete this Agreement, except to the extent such damage is due to the CITY's negligence or willful misconduct, and name the CITY as an additional insured under their policy.
- 9.07 The CITY reserves the right to require any other reasonable insurance coverage it deems necessary depending upon the exposures.

Section 10. ASSIGNMENT

- 10.01 TENANT may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Property without the prior written consent of CITY; provided, however, that TENANT may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 4.06 above. CITY may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of CITY's obligations herein, including but not limited to, those set forth in Paragraph 4.06 above. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities in respect of guaranties thereof.

Section 11. COMPLIANCE WITH LAWS

- 11.01 TENANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, CITY and any other public authority which may be applicable.

Section 12. GOVERNING LAW: VENUE

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

Section 13. INSOLVENCY

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

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Section 14. ENTIRE AGREEMENT

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

Section 15. SEVERABILITY

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

Section 16. NOTICES

- 16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested or by facsimile transmission with certification of transmission to the receiving party, to the following persons and addresses:

CITY:

City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 330253099
Phone Number: (954) 431-4884
Fax Number: (954) 437-1149

WITH COPY TO:

Samuel S. Goren, City Attorney
Josias, Goren, Cherof, Doody & Ezrol,
E. Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
Phone Number: (954) 771-4500
Fax Number: (954) 771-4923

TENANT:

Nextel South Corp
851 Trafalgar Court, Suite 300E
Maitland, Florida 32751
Attn: Property Manager
Phone Number: (407) 948-2192
Fax Number: (407) 667-1241

WITH COPY TO:

Nextel Communications, Inc.
2001 Edmund Halley Drive, 6th Flr Mail Stop 6E630
Reston, VA 20191-3436
Attn: Site Leasing Services, Contracts Manager
Phone Number: (703) 433-4248
Fax Number: (703) 433-4033

Section 17. OTHER PROVISIONS

- 17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Property of a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way. CITY agrees not to sell, lease or use any other areas of the entire parcel upon which the Property is situated for placement of other communications Equipment if, in TENANT's sole judgment (which shall not be arbitrary), such installation would interfere with the Equipment in use by TENANT.

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- 17.02 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 CITY and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of an eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.
- 17.03 City covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property.
- 17.04 Attorney's Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.05 Upon request, CITY will waive or otherwise subordinate any lien rights it might have in order to facilitate TENANT's financing of said improvements and will execute such documents as may be reasonably necessary so to do.
- 17.06 TENANT has the right to erect, maintain and operate on the Property, radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto. In connection therewith, TENANT has the right to do all work necessary to prepare, maintain and alter the Property for TENANT's business operations and to install transmission lines connecting the antennas to the transmitter and receivers. All of TENANT's construction and installation work shall be performed at TENANT's sole cost and expense and in a good and workmanlike manner. Title to the Tower and TENANT's Equipment shall be held by TENANT and shall remain TENANT's personal property and are not to be considered fixtures. Upon termination of this Agreement, TENANT shall not be required to remove any foundation more than one (1) foot below grade level.

Section 18. PUBLIC RECORDS

- 18.01 CITY and TENANT agree that a Memorandum of this Agreement in the form annexed hereto as Exhibit "C" will be recorded in the Public Records of Broward County, Florida, upon execution of this Agreement. The cost for recordation shall be paid by the TENANT. TENANT may obtain title insurance on its interest in the Property. CITY shall cooperate by executing documentation required by the title insurance company.

(SIGNATURES AND NOTARIES ON FOLLOWING PAGES)

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

Signed, sealed and delivered in the presence of:

Cheryl Bolick
Witness
Print Name: Cheryl Bolick
Delecia Kolson
Witness
Print Name: DELECIA KOLSON

CITY

City of Pembroke Pines, Florida,
a municipal corporation

By: Alex G. Fekete
Print Name: _____

Title: Mayor Alex G. Fekete

Address: 10100 Pines Boulevard
Pembroke Pines, FL 33026

Tax ID#: 04-00644-0016

Attest:

Eileen Tesh
Eileen Tesh, City Clerk

Approved as to Form:

James M. [Signature] 4/15/00
Office of the City Attorney

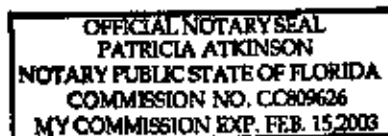
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of April, 2000, by ALEX G. FERETE, as Mayor of The City of Pembroke Pines, Florida, a municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Patricia A. Atkinson
Notary Public

PATRICIA ATKINSON
Print Name
My commission expires: FEB. 15, 2003



(SIGNATURES AND NOTARIES CONTINUED ON FOLLOWING PAGE)

Market: South Florida
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TENANT:

Signed, sealed and delivered in the presence of:

Maelecheisa Thompson
Witness
Print Name: Maelecheisa Thompson

Tanya Jackson
Witness
Print Name: Tanya Jackson

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

By: John Cafaro
Print Name: John Cafaro
Title: Vice President

STATE OF Georgia

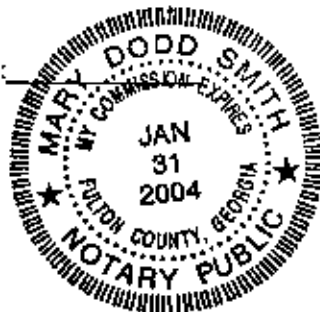
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 29 day of March, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Mary Dodd Smith
Notary Public
Mary Dodd Smith
Print Name

My commission expires:



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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Land is described and/or depicted as follows (metes and bounds description):

BY PAUL JOHNSON AND HERBERT D. KATE,
INDIVIDUALLY AND AS TRUSTEES
TO CITY OF PEMBROKE PINES

DESCRIPTION: FIRE STATION SITE

A PORTION OF PARCEL "A", CHAPEL TRAIL II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING FURTHER DESCRIBED AS BEING 72.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 13, TOWNSHIP 31 SOUTH, RANGE 38 EAST, AND BEING 198.00 NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 03°27'08" EAST, A DISTANCE OF 200.36 FEET; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 303.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°01'07" EAST, A DISTANCE OF 320.13 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE NORTH 88°18'24" WEST, A DISTANCE OF 800.25 FEET; THENCE SOUTH 00°01'07" WEST, ALONG A LINE PARALLEL WITH AND 800.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 320.13 FEET; THENCE SOUTH 88°18'24" EAST, ALONG A LINE PARALLEL WITH AND 1000.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 13, A DISTANCE OF 800.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 4.410 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 218H-6.06(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRAVEN-THOMPSON & ASSOCIATES, INC.

THIS INSTRUMENT IS NOT VALID UNLESS IT
BEAR THE ORIGINAL SIGNATURE AND
STAMP OF THE SURVEYOR.

DENNIS M. BEALE
REGISTERED LAND SURVEYOR NO. 3406
STATE OF FLORIDA

8816207001707

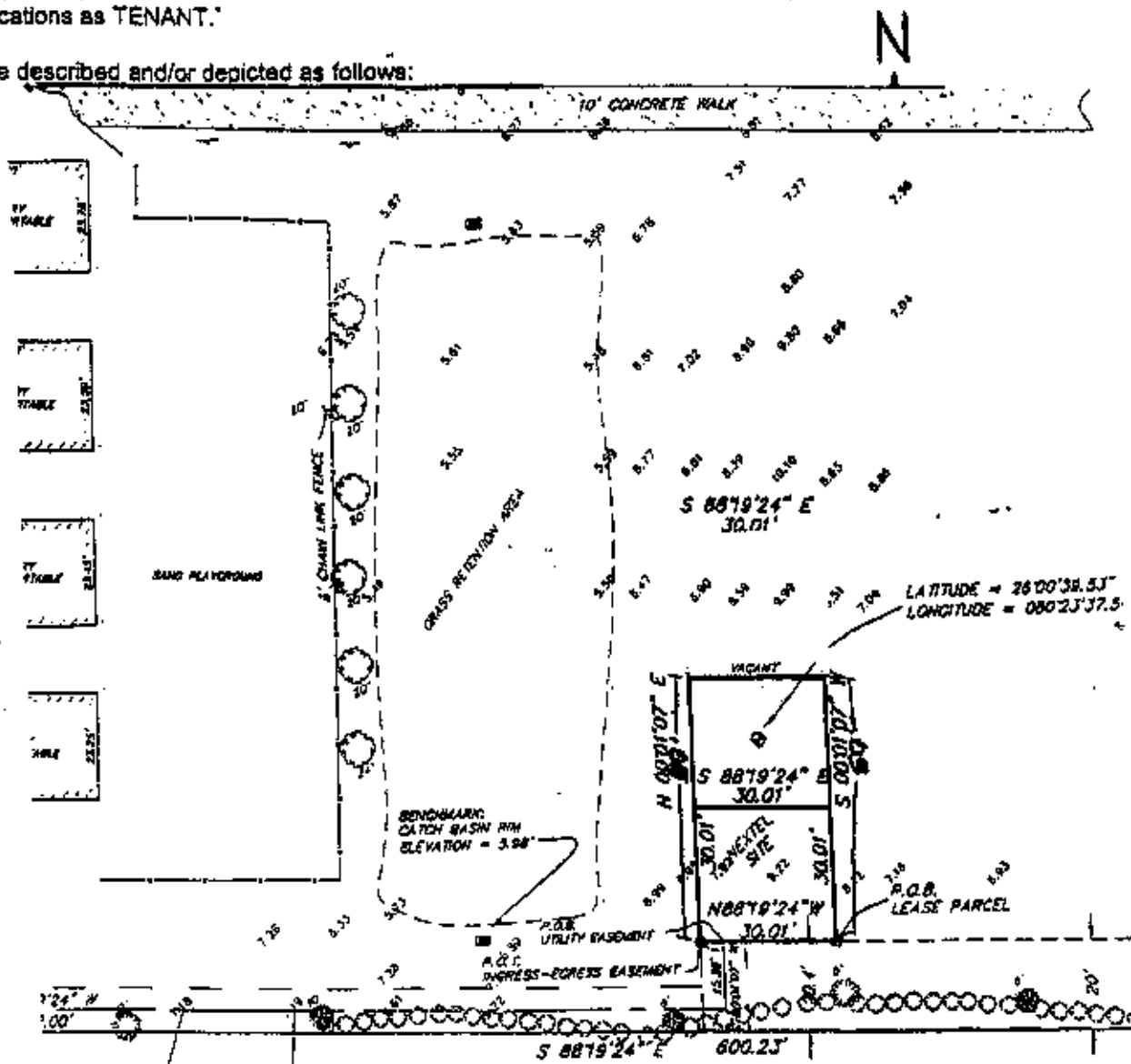
Market: South Florida
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Site Name: Chapel Trail

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Premises are described and/or depicted as follows:



Notes:

- 1) This Exhibit may be replaced by a land survey of the Premises once it is received by TENANT.
- 2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

EXHIBIT C

PREPARED BY:

Paula Hickman, Esq.
Nextel South Corp.
2201 Lucien Way, Suite 200
Maitland, FL 32751

RETURN TO:

Alan Gabriel, Esq.
2455 East Sunrise Blvd.
Penthouse East
Ft. Lauderdale, FL 33304

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _____, 2000, by and between CITY OF PEMBROKE PINES, Florida, a municipal corporation, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 (hereinafter referred to as "CITY") and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "TENANT").

CITY and TENANT entered into a Communications Site Lease Agreement ("Agreement") on the ____ day of _____ 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for ten (10) years commencing on _____, 2000 ("Commencement Date"), and terminating on the tenth (10th) anniversary of the Commencement Date with three (3) successive five (5) year options to renew by mutual agreement of the parties.

The Land which is the subject of the Agreement is in Broward County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to TENANT (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

Signed, sealed and delivered in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

CITY:

CITY OF PEMBROKE PINES, FLORIDA,
a municipal corporation

FOR EXHIBIT ONLY - DO NOT EXECUTE

By: _____

Print Name: _____

Title: Mayor

Address: _____

Tax ID#: 04-00644-0016

Attest:

Approved as to Form:

Eileen Tesh, City Clerk

Office of the City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as Mayor of The City of Pembroke Pines, Florida, a municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

TENANT:

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

FOR EXHIBIT ONLY - DO NOT EXECUTE

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Print Name: John Cafaro

Title: Vice President

STATE OF Georgia

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

TENANT:

NEXTEL SOUTH CORP.,
a Georgia corporation
d/b/a Nextel Communications

FOR EXHIBIT ONLY - DO NOT EXECUTE

Signed, sealed and delivered in the presence of:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Print Name: John Cafaro

Title: Vice President

STATE OF Georgia

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

DATE: _____

AMENDMENT TO ORIGINAL AGREEMENT

Attached is ADDENDUM

Recorded Memorandum

CORRESPONDENCE _____

AMENDMENT _____

TO AGREEMENT NUMBER

1126.5/00

MICROFILMED _____

SCANNED

Market: South Florida
Site No: FL 2641A
Site Name: Chapel Trail

INSTR # 100222179
OR BK 30433 PG 0263
RECORDED 04/19/2000 10:37 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1006

PREPARED BY:
Paula Hickman, Esq.
Nextel South Corp.
2201 Lucien Way, Suite 200
Maitland, FL 32751

RETURN TO:
Alan Gabriel, Esq.
2455 East Sunrise Blvd.
Penthouse East
Ft. Lauderdale, FL 33304

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 10 day of April, 2000, by and between CITY OF PEMBROKE PINES, Florida, a municipal corporation, with an address at 10100 Pines Boulevard, Pembroke Pines, FL 33026 (hereinafter referred to as "CITY") and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "TENANT").

CITY and TENANT entered into a Communications Site Lease Agreement ("Agreement") on the 10 day of April, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for ten (10) years commencing on 4/10, 2000 ("Commencement Date"), and terminating on the tenth (10th) anniversary of the Commencement Date with three (3) successive five (5) year options to renew by mutual agreement of the parties.

The Land which is the subject of the Agreement is in Broward County, Florida, described in Exhibit A annexed hereto. The portion of the Land being leased to TENANT (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

DEFERRED ITEM
Return Document To
Business Operations

Market: South Florida
 Site No: FL 2641A
 Site Name: Chapel Trail

TENANT:

NEXTEL SOUTH CORP.,
 a Georgia corporation
 d/b/a Nextel Communications

Signed, sealed and delivered in the presence of:

Maelechele Thompson
 Witness

Print Name: Maelechele Thompson

Tanya Jackson
 Witness

Print Name: Tanya Jackson

By: John Cafaro

Print Name: John Cafaro

Title: Vice President

STATE OF Georgia

COUNTY OF Gwinnett

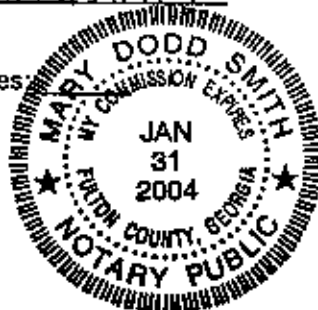
The foregoing instrument was acknowledged before me this 29 day of March, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Mary Dodd Smith
 Notary Public

Mary Dodd Smith
 Print Name

My commission expires:



Market: South Florida
 Site No: FL 2641A
 Site Name: Chapel Trail

EXHIBIT A DESCRIPTION OF LAND

to the Agreement dated 4-10, 2000, by and between City of Pembroke Pines, Florida, a municipal corporation, as CITY, and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications as TENANT.

The Land is described and/or depicted as follows (metes and bounds description):

BY PAUL ROBERTS AND ROBERT H. KATZ,
 INDIVIDUALLY AND AS TRUSTEES
 OF THE CITY OF PEMBROKE PINES

DESCRIPTION OF FIRE STATION SITE

A PORTION OF PARCEL "A", CHAPEL TRAIL 11, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING FURTHER DESCRIBED AS BEING 72.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER IN-E. 1/41 OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 34 EAST, AND BEING 158.02 NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER IN-E. 1/41 OF SAID SECTION 13; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 05°27'08" EAST, A DISTANCE OF 300.36 FEET; THENCE NORTH 00°01'07" EAST, A DISTANCE OF 303.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°01'07" EAST, A DISTANCE OF 320.13 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE NORTH 88°15'24" WEST, A DISTANCE OF 800.23 FEET; THENCE SOUTH 00°01'07" WEST, ALONG A LINE PARALLEL WITH AND 890.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST ONE-QUARTER IN-E. 1/41 OF SAID SECTION 13, A DISTANCE OF 330.13 FEET; THENCE SOUTH 88°15'24" EAST, ALONG A LINE PARALLEL WITH AND 1002.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER IN-E. 1/41 OF SAID SECTION 13, A DISTANCE OF 800.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 4.410 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 218H-6.04(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

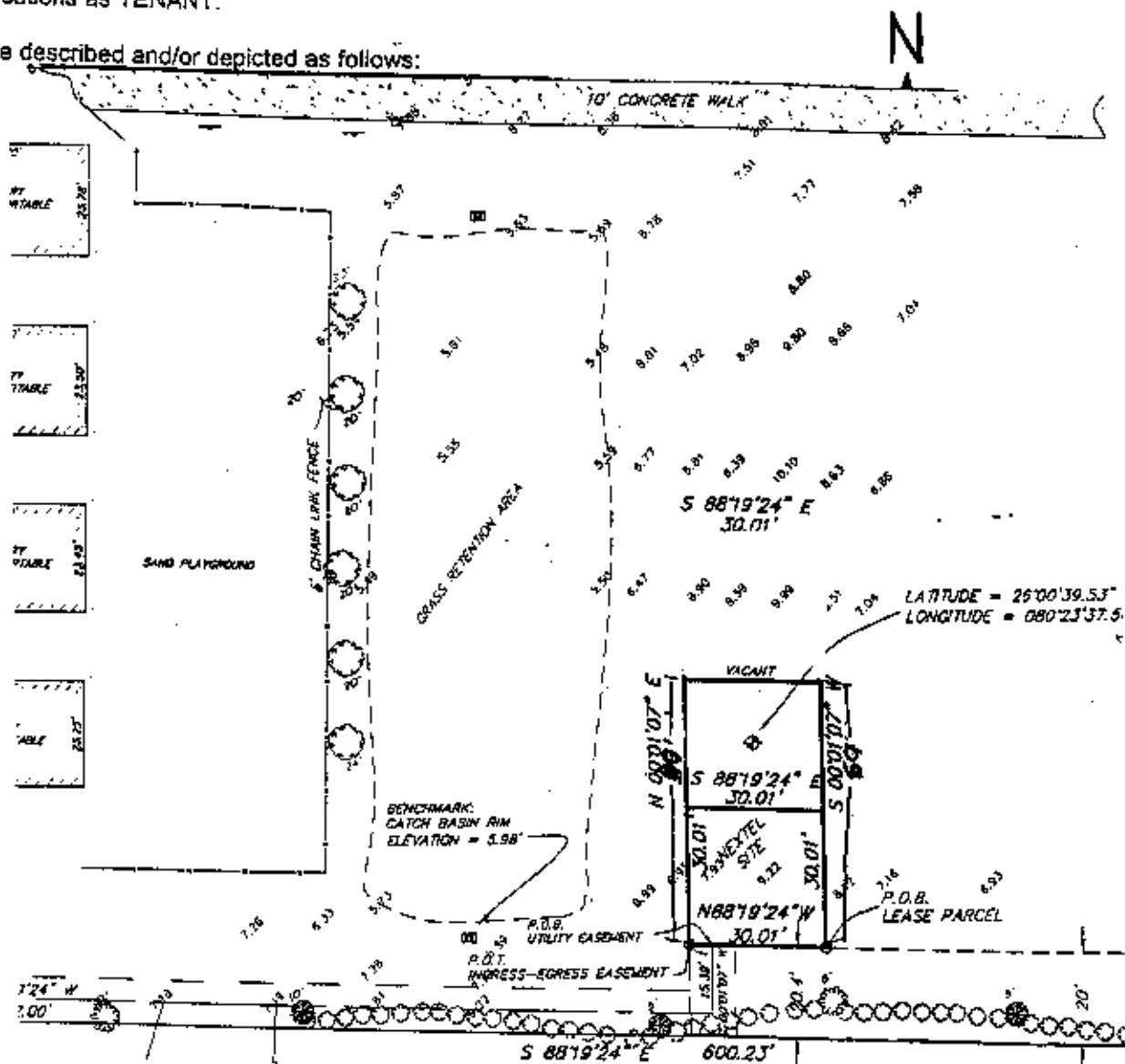
THIS INSTRUMENT IS NOT VALID UNLESS IT
 BEAR THE ORIGINAL SIGNATURE AND
 AS ONE OF THE SUBSCRIBERS

DENNIS H. BEALE
 REGISTERED LAND SURVEYOR NO. 3686
 STATE OF FLORIDA

20060207001

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:



Notes:

- 1) This Exhibit may be replaced by a land survey of the Premises once it is received by TENANT.
- 2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.