

PERMIT

AGREEMENT CHECKLIST FORM

AGREEMENT TOPIC	BELL SOUTH MOBILITY INC
DATE OF AGREEMENT	1/26/98
DATE OF EXPIRATION	9/30/2008
COMMISSION MINUTES PERTAINING TO AGREEMENT	11/5/97 ITEM NO. 45
ORIGINAL SIGNATURE	YES
MICROFILMED	<i>Scanned 3/17/98</i> 923.1/97
AGREEMENT NUMBER	
SPECIAL CONDITIONS/ REQUIREMENTS OF AGREEMENT	LEASE OF PROPERTY MASTER LIFT STATION NO. 3 (JOHNSON & PALM) FOR USE OF A COMMUNICATIONS TOWER \$25,000 LEASE PER YEAR FOR FIVE YEARS WITH THREE FIVE YEAR RENEWALS <i>24,000.</i>

Meeting Date:

11/5/97

AGENDA REQUEST FORM
City of Pembroke Pines

Agenda Item I

45

TITLE:

BELL SOUTH MOBILITY TOWER

REQUESTED ACTION:

MOTION TO APPROVE THE LEASE FOR THE BELL SOUTH COMMUNICATIONS TOWER LOCATED SOUTH OF JOHNSON STREET AND EAST OF PALM AVENUE AT CITY LIFT STATION SITE.

SUMMARY EXPLANATION & BACKGROUND:

1. Section 155.279 (A) requires that freestanding telecommunications towers shall be permitted on City owned property upon approval of a lease by the City Commission.
2. The petitioner has submitted a site plan for this location. The propose tower will be a 125' monopole mounted on an 8' diameter concrete caisson foundation.
3. Lease agreement is for \$24,000 a year with a 5% annual escalation.

EXHIBITS (LIST):

1. Site plan.
2. Site plan application.
3. Lease.

PREPARED BY:



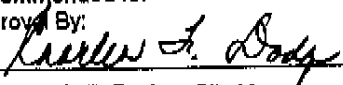
Name: David H. Frank / VAW

SOURCE OF ADDITIONAL INFORMATION

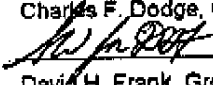


Name: Vince A. Wooten: Phone 435-6

Recommended for
Approval By:



Charles F. Dodge, City Manager



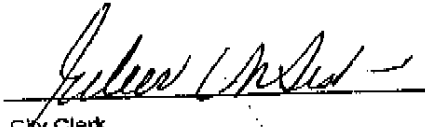
David H. Frank, Growth Management Director

Commission Action:

Motion Passed, 11/5/97



City Manager



City Clerk

LEASE AGREEMENT BETWEEN THE
CITY OF PEMBROKE PINES AND
BELLSOUTH MOBILITY INC

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the 26th day of JANUARY, 1998 by and between:

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

AND

BELLSOUTH MOBILITY INC
5201 Congress Avenue
Boca Raton, Florida 33487
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of a certain real property located at in the City of Pembroke Pines, Broward County, Florida, known as City Property No. 31 and further described as "FP&L easement south of Johnson Street at Palm Avenue"; 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 Commission 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, CITY and TENANT have negotiated an understanding for the leasing of a portion of said real property; 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 desire to reduce their understanding to writing; now, therefore,

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

Section 1 REAL PROPERTY TO BE LEASED

- 1.01 CITY shall lease to TENANT that certain parcel of real property more particularly described in

DEFERRED ITEM
Return Document To
Business Operations

BK27625PG0349

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24

Exhibit "A" attached hereto, situated in Pembroke Pines, Broward County, Florida, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes.

Section 2

DUTIES AND RESPONSIBILITIES OF TENANT

- 2.02 TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a monopole not to exceed 125 ft. (the "Tower"), antennas, a building or buildings, 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 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 on the Tower for government or private usage. All antennas shall be placed in accordance with the Site Plan at an elevation so as to provide the most effective use and shall be approved by TENANT with such approval not unreasonably withheld; provided, however, the CITY's or other antennas shall not interfere with TENANT's operations on the Property and provided Tower has sufficient loading capacity to accommodate other users. 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 equipment on the Property. 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. Installation shall take place prior to issuance of a Certificate of Occupancy.

- 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.
- 2.06 TENANT shall submit all required applications for permits to the applicable CITY and/or County departments for review and approval and required fees.
- 2.07 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the real estate taxes on the real property in which the Property is a part and against TENANT's improvements by the taxing authorities.
- 2.08 TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures from the Tower. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation, security fence and Tower, to become property of CITY. If such time for removal causes TENANT to remain on the property after termination of this Agreement, TENANT shall pay rent at the then existing annual rate or on the existing month's pro rated basis, until such time as the removal of personal property and fixtures are completed.
- 2.09 TENANT shall keep the Property 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 TENANT's knowledge of 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 so that no mechanics or other lien shall be allowed against the estate 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 construct the monopole and install its antennas and operate its wireless communications facility on the Property. From time to time, CITY may grant to itself and to other entities the right to operate wireless communications facilities on abutting properties and/or the right to install antennas on the Tower in connection with the operation of such facilities or other communications 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. The CITY hereby also agrees that the TENANT has no obligation or requirements to upgrade or modify the Tower to facilitate the use of the Tower for other entities which the CITY may authorize. Any or all costs associated therewith, shall be borne by parties other than the TENANT.

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 marking.

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 application for permits.

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 one (1) year's 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 (30) 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 caused to be performed and shall have completed an assessment of the Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond levels acceptable to the TENANT under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

4.04 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.

Section 5

TERM OF AGREEMENT

5.01 This Agreement is effective upon execution hereof, and shall terminate on September 30, 2008 with three (3) five (5) year renewals upon mutual consent and written agreement of the parties prior to the expiration of the then effective term.

Section 6

CONSIDERATION

6.01 Upon the issuance of the Building Permit, CITY shall be paid an annual rental fee of Twenty-four Thousand and No/100 Dollars (\$24,000.00). This annual rental shall be pro-rated from the date of the issuance of the building permit until September 30, 1998. 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 rental revenues received from any third party source for co-location within thirty (30) days of receipt of same. TENANT shall be entitled to recoup from co-locators, other than the CITY a pro-rata share of the capital costs of constructing the

Tower. This capital contribution shall not be shared by the CITY.

6.03 Thereafter, each Annual Rent payment shall increase at a rate of five percent (5%) compounded annually and shall be due on the October 1st anniversary date and be submitted to the CITY, no later than thirty (30) calendar days after the October 1st anniversary date. Annual rent payments shall incur a late payment fee of 1.5% per month (18% per annum), calculated from the October 1st 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 taxes, including Florida state sales tax, real estate taxes assessed against the real property described in Exhibit "A" and against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the demised premises of this Lease. This Agreement being a taxable event, shall have Florida state sales tax, as may be adjusted from time to time, added to payments outlined above.

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 after signing of this Agreement.

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.

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, 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 indemnify 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 indemnify and hold TENANT, its officers, agents and employees harmless from any and all claims, damages, liabilities, losses, causes of action of any nature whatsoever, which may arise out of or in connection with or because of the use or occupancy of the Property by CITY, its agents and employees pursuant to this Agreement or breach of this Agreement by CITY. Pursuant to its liability, CITY shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, attorney's 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.

Section 9

INSURANCE

9.01 The TENANT shall not commence work under this Agreement until he 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 under its contract with TENANT until all similar such insurance required of the Contractor has been obtained and approved.

9.02 Certificates 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 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 Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, 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 contract and extension thereunder is in effect. The TENANT shall not continue to work pursuant to this contract, 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, operations, 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 the final payment.

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
contract to comply with statutory limits
for all employees, and in the case any
work is sublet, the TENANT shall required
the Contractor and 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 his contractors and
subcontractors shall maintain during the
life of this policy Employers Liability
Insurance. The following limits must be
maintained:

Workers Compensation	Statutory	
Employer's Liability	\$500,000	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
non owned vehicles.

9.05.4 Umbrella Liability

In addition to the above stated policies
the TENANT shall maintain for the life of
this Agreement an excess umbrella

liability policy wherein the CITY of
Pembroke Pines shall be named as an
additional insured.

Limit \$5,000,000

9.06 TENANT's contractor shall hold the CITY, its
agents, and employees, harmless on account of
claims for damages to persons, property or premises
arising out of the operations to complete this
Agreement and name the CITY as an additional
insured under their policy.

9.07 The CITY reserves the right to require any other
insurance coverage it deems reasonably necessary
depending upon the exposures.

Section 10 **ASSIGNMENT**

10.01 This Agreement may not be sold, subleased,
assigned or transferred at any time except to
TENANT's principal affiliates or subsidiaries
of its principal, or to any company upon which
TENANT is merged or consolidated. As to other
parties, this Agreement may not be sold,
subleased, assigned or transferred without the
written consent of the CITY; such consent
shall not be unreasonably withheld or delayed.
This provision will not preclude TENANT from
allowing other parties to co-locate on the
facilities, so long as this Agreement is in
effect.

Section 11 **COMPLIANCE WITH LAWS**

11.01 TENANT shall comply with all statutes,
laws, ordinances, rules, regulations and lawful
orders of the United States of America, State of
Florida, City of Pembroke Pines and of 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 dispute 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 and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 14

ENTIRE AGREEMENT

14.01

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

Section 15

SEVERABILITY

15.01

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

Section 16

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:

BK27625Pg1360

CITY: City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025

WITH
COPY TO: Steven L. Josias, City Attorney
Josias, Goren, Cherof, Doody
& Ezrol, P.a.
3099 East Commercial Blvd.
Suite 200
Ft. Lauderdale, Florida 33308
Fax Number: (954) 771-4923

TENANT: BELLSOUTH MOBILITY INC
5202 Congress Avenue
Boca Raton, Florida 33487
Attn: Real Estate and Construction
Manager - *network*

Section 17

OTHER PROVISIONS

17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or party of the Property to 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 property is situated for placement of other communications facilities if, in TENANT's sole judgment (which shall not be arbitrary), such installation would interfere with the facilities in use by TENANT.

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 as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of CITY and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an

award of compensation of any eminent domain proceeding for the taking of TENANT'S leasehold interest hereunder.

- 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 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including paralegal costs, at both the trial and appellate levels.
- 17.05 Upon request CITY will waive or otherwise subordinate any lien rights it might have in order to facilities TENANT's financing of the said improvements and will execute such documents as may be reasonably necessary so to do.

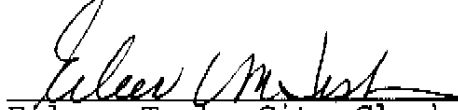
Section 18 PUBLIC RECORDS

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

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

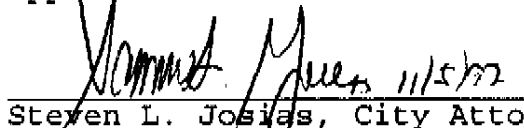
ATTEST:

CITY OF PEMBROKE PINES, FL

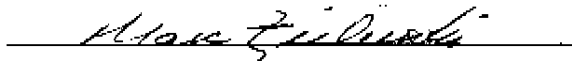

Eileen Tesh, City Clerk


Alex G. Fekete, Mayor

Approved as to Form:


Steven L. Josias, City Attorney

Signed, sealed and delivered
in the presence of:


MARCELIUS ZIELINSKI

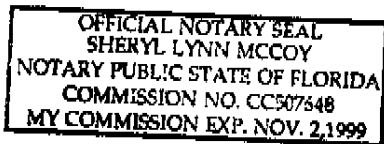
TENANT

BELLSOUTH MOBILITY INC


By: 
Title: REGIONAL VICE PRESIDENT

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 26th day of January, 1998, before me personally appeared Mammy Alex G. Ekeke O, to me personally known to be the individual who executed the foregoing instrument and acknowledged before me that ~~he~~/she executed the same for the purposes therein express on behalf of The City of Pembroke Pines, FL. He/she is personally known to me or produced as identification.



[Signature]
Notary Public, State of Florida
Print Name: Sheryl McCoy
Commission No.: CC507648
Commission Expires: 11/2/1999

STATE OF ~~GEORGIA~~ Florida
) SS
COUNTY OF ~~FULTON~~ Richard

I HEREBY CERTIFY that on this 23rd day of December, 1997, before me personally appeared Don Herman of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.



Wendy Bonner
NOTARY PUBLIC, State of Florida
Print Name: Wendy A Bonner
Commission No.: _____
Commission Expires: _____

EXHIBIT 'A'

DESCRIPTION OF PROPOSED LEASE PARCEL

A PARCEL OF LAND IN A PORTION OF TRACT 13 IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, "EVERGLADES SUGAR & LAND CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2 AT PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S.00°02'48"W. ALONG THE WEST LINE OF SAID SECTION 17, 50.00 FEET; THENCE N.89°57'20"E. ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 17, 948.57 FEET; THENCE S.00°02'40"E. ALONG THE EAST LINE OF TRACT "A", PALM AND JOHNSON PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE NORTHERLY EXTENSION THEREOF, 124.87 FEET TO THE POINT OF BEGINNING; THENCE N.89°57'20"E., 40.00 FEET; THENCE S.00°02'40"E., 19.70 FEET; THENCE N.89°57'20"E., 33.88 FEET; THENCE S.34°25'54"W. ALONG THE WESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT, 130.16 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID TRACT "A", PALM AND JOHNSON PLAZA; THENCE N.00°02'40"W. ALONG SAID EAST LINE OF TRACT "A", PALM AND JOHNSON PLAZA, 127.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

CONTAINING 4740.9 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BELLSOUTH MOBILITY INC. SITE 'DEXL'



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8746 U.S. HIGHWAY 1
P.O. BOX 1438
WASHINGT, FL 33470
PHONE: (888) 388-3384
FAX: (888) 388-3188

1900 S.E. 3RD COURT
SUITE 203
OCEANVIEW BEACH, FL 33441
PHONE: (888) 421-6882
FAX: (888) 421-0881

CERTIFICATE OF SURVEY - I HEREBY CERTIFY
THAT THE INFORMATION HEREIN SET FORTH
IS A TRUE AND CORRECT STATEMENT OF THE
FACTS AS SET FORTH IN THE PLAT BOOK
RECORDING BOOK, PLATBOOK TO SECTION 478.887,
FLORIDA RECORDS.

[Signature]

RONALD S. EKLUND, P.E.
REGISTERED LAND SURVEYOR No. 2899
STATE OF FLORIDA

COMMISSION No.

3700.45

DATE

8/22/97