

LEASE AGREEMENT

Between

CITY OF HALLANDALE BEACH, FLORIDA

and

TOWER DEVELOPMENT CORPORATION

For

MONOPOLE TOWER

This is a Lease Agreement, made and entered into by and between: the **CITY OF HALLANDALE BEACH** ~~(the "CITY")~~, a Florida municipal corporation (the "CITY"),

AND

TOWER DEVELOPMENT CORPORATION, a Maryland special purpose corporation ~~authorized to conduct business in the State of Florida, hereinafter referred to as "LESSEE."~~

WHEREAS, the CITY is currently in the process of demolishing the water tank located in Bluesten Park ~~which is~~ owned and operated by the CITY; and

WHEREAS, LESSEE has the capacity to construct a monopole tower at the existing water tank location, to accommodate the CITY's public safety antennas and to lease or license other space on the tower to ~~cellular~~ wireless communications providers; and

WHEREAS, the CITY and the LESSEE desire to enter into this Lease Agreement for property located in Bluesten Park, wherein LESSEE will construct the monopole tower, provide space for the CITY's public safety antennas and lease or license space to ~~cellular~~ wireless communications providers.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the LESSEE agree as follows:

ARTICLE I
LEASE OF PREMISES; ACCESS AND UTILITIES

1.1 ~~1.~~ Subject to the terms and conditions hereof, CITY does hereby lease and demise to LESSEE that certain real property described on Exhibit "A" located in the City of Hallandale Beach, Florida ~~(the "Premises")~~.

1.2 Upon the Effective Date, CITY does hereby grant LESSEE the following easements and rights of way for the uses provided herein, which may be used by LESSEE and LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of CITY's property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Premises; (ii) an easement over such portion of CITY's property as is reasonably necessary to obtain or comply with any approvals or permits or certificates LESSEE needs for its operations under this Lease Agreement; (iii) an easement for ingress and egress to and from the nearest public right of way of sufficient width to accommodate all types of motor vehicles, which is shown in Exhibit "B", as may be amended by Exhibit "C", which access shall be (7) days per week, twenty-four (24) hours per day; and (iv) a utility easement (the "Utility Easement") in the location shown in Exhibit "B", as may be amended by Exhibit "C", for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the

term of this Lease Agreement and thereafter for a reasonable period of time for Lessee to remove its improvements.

ARTICLE II IMPROVEMENTS BY LESSEE

2.1 **Construction of improvements.** LESSEE shall construct, at its sole cost and expense, a one hundred fifty (150) foot monopole tower within the existing and/or proposed fenced area that contains the existing water tank, ~~which~~ on the Premises. The monopole will have the structural capacity to accommodate four (4) ~~cellular carriers~~ wireless communications providers in addition to the CITY's public safety antennas. The monopole will be designed as a Class D structure and based upon the TIA Rev. G wind speed for this location. The top ten (10) feet of the monopole shall be reserved for the CITY's public safety antennas. Within five (5) business days after receipt of LESSEE's notice, the CITY shall provide its antenna configuration and antenna manufactures model numbers to ensure that the monopole is designed to accommodate the CITY's configuration. CITY shall pay for the demolition of the existing water tank and removal of the demolished water tank from the Premises, in addition to any costs and expenses related to or arising out of such demolition and removal. LESSEE and its subtenants and licensees may construct or install such other improvements on the Premises related to the use of the monopole tower and otherwise in accordance with the terms of this Lease Agreement.

2.2 **Existing shelters.** The existing shelters ~~of~~ located on the Premises currently being used by AT&T and Verizon ~~shall~~ may remain in place.

2.3 **Permits and licenses.** All permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the LESSEE pursuant to this Lease Agreement shall be secured and paid by the LESSEE. CITY and LESSEE agrees that the failure of the Lease Agreement to address a particular permit, condition, fee, or ~~term of restriction,~~ shall not relieve LESSEE of the necessity of complying with the law governing said permitting requirements, conditions, fees, terms and restrictions. CITY agrees to cooperate with LESSEE to obtain such permits and licenses.

2.4 **Subcontractors.** LESSEE shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing herein shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any moneys due any subcontractor.

2.5 Use of Premises. The Premises and the easements granted herein may be used for the purpose of constructing, maintaining and operating the improvements to be constructed by or on behalf of LESSEE and uses incidental thereto. CITY agrees that it will not permit the construction, installation or operation on CITY'S Property on which the Premises is located any equipment or device that interferes with LESSEE's use of the Premises for a wireless communications facility. If there is any interference with LESSEE's use of the Premises,

LESSEE shall notify CITY and CITY shall cause such interference to be resolved as quickly as possible.

2.6 Obstructions. LESSEE may remove obstructions from the CITY's property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to LESSEE's use of the Premises or the Easements. LESSEE shall dispose of any materials removed.

ARTICLE III TERM

3.1 This Lease Agreement shall be effective ("Effective Date") on the date of approval by the City Commission and shall terminate on the twenty-fifth (25th) annual anniversary of the Effective Date unless sooner terminated as provided herein.

3.2 LESSEE shall have the option to seek an extension of the term for ~~one-two~~ (+2) additional ~~twenty-four~~ twenty-five (24/25) year ~~period~~ periods, provided it has kept the Premises and remains in compliance with all of the terms and conditions of this Lease Agreement. LESSEE shall give CITY written notice of its intent to seek an extension of the term not less than six (6) months prior to the expiration date of the then-current term. Failure of LESSEE to provide the required notice shall result in the forfeiture by LESSEE of its option to seek an extension of the term, and such option shall be deemed null and void. ~~In the event LESSEE provides the required notice, the parties shall enter into an Amendment to this Lease Agreement to provide the extended term.~~

ARTICLE IV MAINTENANCE OF LEASED PREMISES

4.1 LESSEE will at all times maintain ~~its leased premises~~ the Premises in a neat, orderly, sanitary and presentable condition. Upon failure of LESSEE to satisfy the terms of this Section 4.1, CITY may have the work performed and the applicable charges shall be paid by LESSEE; provided, however, under no circumstances may CITY have any contact with any of the improvements located on the Premises. LESSEE shall be responsible for all utility charges in connection with its use of the ~~Leased~~ Premises.

ARTICLE V RENT

5.1 LESSEE agrees to pay the CITY rent due on or before the first day of each month for the term of this Lease Agreement. ~~Failure to make the required payments shall be considered a default of this Lease Agreement.~~ Rent shall commence on the date that LESSEE commences construction of its improvements on the Premises (the "Commencement Date"). Any testing, surveying or other examinations of the Premises shall not be deemed start of construction for purposes of determining the Commencement Date.

5.2 ~~LESSEE shall pay initial monthly rent~~ Rent for the initial five (5) year term shall be in the amount of Three Thousand Dollars (\$3,000) per month, which includes ~~the existing compound area,~~ rent for the Premises and the monopole tower to be constructed thereon and AT&T's existing equipment/antennas license for its equipment/antennas located on the Premises.

5.3 In addition thereto, if, after full execution of this Lease Agreement, LESSEE subleases, licenses or grants a similar right of use or occupancy in the Premises and on the monopole tower to a broadband wireless communications provider (each a "Future Subtenant"), LESSEE shall pay the CITY an additional monthly rent of One Thousand Dollars (\$1,000.00) actually received by Lessee from such Future Subtenant (the "Additional Rent") within thirty (30) days after receipt of rent or licensee fee payments by LESSEE from the Future Subtenant. LESSEE shall have no obligation for payment to CITY of such Additional Rent if LESSEE does not receive the rent or license fee payment from the Future Subtenant for the applicable month and non-payment of such rental or licensee fee by a Future Subtenant shall not be an event of default under this Lease Agreement. LESSEE shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for LESSEE to do so. CITY acknowledges that CITY shall have no recourse against LESSEE as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that One Thousand Dollars (\$1,000.00) of the rent provided for in Section 5.2 is allocated to AT&T (or its successors or assigns) and no Additional Rent shall be paid for AT&T (or its successors or assigns) under this Section 5.3. Upon the expiration or termination of an agreement between the LESSEE and a Future Subtenant (which, for purposes of this sentence includes AT&T (or its successors or assigns)), no Additional Rent shall be paid for such Future Subtenant after said expiration or termination, and in the case of AT&T, the rent shall be reduced by One Thousand Dollars (\$1,000.00), plus any escalations that may have occurred from the date of this Lease Agreement.

5.4 For any subtenant or licensee or occupant of the Premises that has equipment located on the monopole tower and that is not a broadband wireless communications provider (e.g., wi-fi providers and backhaul providers) (each such entity referred to herein as a "Licensee"), LESSEE shall pay to the CITY a revenue share payment equal to twenty-five percent (25%) of the Licensee revenue actually received by LESSEE from such Licensee (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by LESSEE) (the "Additional Licensee Rent") within thirty (30) days after receipt of said payments by LESSEE. LESSEE shall have no obligation for payment to CITY of Additional Licensee Rent if such payments are not actually received by LESSEE. Non-payment of such rental, license or other similar payment by a Licensee to LESSEE shall not be an event of default under this Agreement. LESSEE shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for LESSEE to do so. CITY acknowledges that CITY shall have no recourse against LESSEE as a result of the failure of payment or other obligation by a Licensee. Upon the expiration or termination of an agreement for use of the Premises and monopole tower between the LESSEE and a Licensee, no Additional Licensee Rent shall be paid for such Licensee after said expiration or termination.

~~5.3 In addition thereto, for each additional tenant on the monopole tower, LESSEE shall pay the CITY an additional monthly rent of One Thousand Dollars (\$1,000).~~

~~5.4 For any non-broadband cellular provider (e.g., Wifi, backhaul provider, or private user), LESSEE shall pay to the CITY a revenue share payment equal to twenty-five percent (25%) of the licensed gross revenue.~~

5.5 On the fifth (5th) anniversary of the Commencement Date and every five (5) years thereafter, the ~~total rental rent~~ paid pursuant to ~~this Article V shall be increased~~ Section 5.2 and the Additional Rent paid pursuant to Section 5.3 shall increase by fifteen percent (15%) from the immediately preceding year.

ARTICLE VI RISK MANAGEMENT

6.1 ~~LESSEE~~ Each party agrees to indemnify and save harmless the ~~CITY~~ other party, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused or alleged to be caused by the intentional or negligent act of ~~LESSEE~~ the indemnifying party, its employees, agents, servants, officers or subcontractors, ~~or accruing, resulting from, or related to the subject matter of this Lease Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of any nature whatsoever resulting from injuries or damages sustained by any person or property.~~ In the event any lawsuit or other proceeding is brought against ~~CITY~~ a party by reason of any such claim, cause of action or demand, ~~LESSEE~~ the other party shall, upon written notice from ~~CITY~~ the indemnified party, resist and defend such lawsuit or proceeding ~~by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY.~~ The provisions and obligations of this ~~section~~ Section 6.1 shall survive the expiration or earlier termination of this Lease Agreement. LESSEE shall pay CITY for any damage to CITY property caused by LESSEE or LESSEE's tenants that is not repaired by LESSEE.

6.2 LESSEE shall procure and maintain for the duration of this Lease Agreement the following insurance coverage:

A. Comprehensive Commercial General Liability coverage in the minimum amounts of One Million Dollars ~~(1,000,000) per person and One Million Dollars~~ (\$1,000,000) per occurrence.

B. Workers' Compensation Insurance if required, and in full compliance with the State of Florida Workers' Compensation Law.

6.3 All insurance policies shall name the CITY as an additional insured and shall include Contractual Liability Coverage.

6.4 All policies of insurance shall be issued by insurance companies licensed to do business in the State of Florida and having a Best rating of A.VII or better. All policies shall

contain an endorsement providing the CITY thirty (30) days prior written notice in advance of any ~~material alteration or~~ cancellation of said policies, except for nonpayment of premium. All policies shall be submitted to the CITY at the commencement of this Lease Agreement.

ARTICLE VII DEFAULT ~~BY LESSEE~~

7.1 **Event of Default.** Each of the following shall constitute an “Event of Default ~~by Lessee.~~”:

A. ~~LESSEE~~ A party shall fail to pay any rental, fees or other charges when due, or and such failure is not cured within fifteen (15) days after receipt of written notice from the other party; or

B. ~~LESSEE shall fail after the receipt of written notice from CITY~~ A party shall fail to keep, perform or observe any ~~other non-monetary~~ term, covenant, or condition of this Lease Agreement that is to be kept, performed or observed by ~~LESSEE~~ such party and such failure is not cured within thirty (30) days after receipt of written notice from the other party. Provided, or however, no such Event of Default shall have occurred if, by its nature such failure cannot be cured within such period, and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion as promptly as possible, but in any event within ninety (90) days from receipt of the initial default notice.

C. ~~LESSEE~~ A party shall make an assignment of all or substantially all of ~~LESSEE's~~ its assets for the benefit of ~~LESSEE's~~ its creditors.

7.2 Remedies for ~~Lessee~~ LESSEE Default.

~~A. Upon the occurrence of an Event of Default by Lessee, CITY, in addition to any other rights or remedies it may have at law or in equity, shall have the immediate right of re-entry and remove all persons and property from the leased premises. Should CITY elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease Agreement or re-let the leased premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such fees and charges and upon such terms and conditions as CITY in its sole discretion may deem advisable, with the right to make alterations and repairs to improvements on said leased premises. No re-entry of the leased premises by CITY shall be construed as an election on CITY's part to terminate this Lease Agreement unless a written notice of such intention is given to LESSEE.~~

A. Upon the occurrence of an Event of Default by LESSEE, the CITY shall have the right to injunctive relief, including specific performance, and the right to terminate this Lease Agreement on thirty (30) days notice to LESSEE. If CITY terminates this Lease Agreement, the CITY may recover in lieu of any other damages, as liquidated, final damages, a sum equal to six (6) months base rent. In no event shall LESSEE be liable to CITY for

consequential, indirect, speculative or punitive damages in connection with or arising out of any Event of Default. In the event of such termination, except as otherwise expressly provided herein, LESSEE shall have no further rights under this Lease Agreement and shall cease forthwith all operations upon the Premises.

B. ~~Unless-If~~ CITY elects to terminate this Lease Agreement, LESSEE shall remain liable for fees, charges and rentals due ~~hereunder if CITY re-enters and re-lets the leased premises through the termination date.~~

7.3 Remedies for CITY Default. Upon the occurrence of an Event of Default by CITY, LESSEE may, at its option, upon written notice: (i) terminate this Lease Agreement, vacate the Premises and be relieved from all further obligations under this Lease Agreement (except as may expressly survive this Lease Agreement); (ii) perform the obligation(s) of CITY specified in such notice, in which case any expenditures reasonably made by LESSEE in so doing shall be deemed paid for the account of CITY and CITY agrees to reimburse LESSEE for said expenditures upon demand; (iii) take any actions that are consistent with LESSEE's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from rent any amount reasonably expended by LESSEE as a result of such Event of Default.

~~C. Upon the occurrence of an Event of Default by Lessee, CITY may, at any time thereafter, elect to terminate this Lease Agreement by written notice to LESSEE (which termination shall be in addition to any other remedy it may have), and in such event, CITY may recover from LESSEE all damages to which it may be entitled by reason of such Event of Default by Lessee, including the cost of recovering the leased premises, damages for the balance of the amounts due hereunder for the full term of this Lease Agreement. In the event of such termination, LESSEE shall have no further rights under this Lease Agreement and shall cease forthwith all operations upon the leased premises and LESSEE shall be liable for all damages incurred by CITY in connection with LESSEE's default or the termination of this Agreement upon such a default, including without limitation, all direct, indirect, consequential, and all other damages whatsoever.~~

~~7.3 Curative provisions, payment under protest.~~

~~7.4 A.termination of this Lease Agreement for a default under Section 7.1(A) or 7.1(C) shall be effective immediately upon giving ten (10) calendar days written notice of same to LESSEE. No termination of this Lease Agreement for a default under Section 7.1(B) shall be effective unless and until thirty (30) calendar days have elapsed after LESSEE has received written notice specifying the Event of Default by Lessee. No such termination shall be effective if the Event of Default by Lessee has been cured or removed during such period, or if by its nature such Event of Default by Lessee cannot be cured within such period, such termination shall not be effective if LESSEE commences to cure or remove such Event of Default by Lessee within said period and cures or removes same as promptly as possible~~**Payment under protest.**
~~B.~~Notwithstanding anything to the contrary in this Lease Agreement, if a dispute arises between CITY and LESSEE with respect to any obligation or alleged obligation of LESSEE to pay money, the payment under protest by LESSEE of the amount claimed by CITY to be due shall not waive any of LESSEE's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then CITY shall as promptly as reasonably practicable reimburse LESSEE any amount determined as not due, provided CITY shall not be required to pay any interest on any such reimbursed sums.

7.5 **Effect of Termination.** It is the intent of the parties that LESSEE's wireless communications facility, including, without limitation, any equipment and materials comprising same, shall not constitute a fixture. Upon termination of this Lease Agreement, this Lease Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except as expressly provided herein, and (i) any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date, (ii) LESSEE may remove from the Premises all of its wireless communications facility, including, without limitation, the monopole tower, and (iii) those terms of this Agreement that by context should survive its expiration or termination shall so survive, including, without limitation, any indemnification obligations hereunder.

**ARTICLE VIII
WAIVER OF RIGHTS; NO REMEDY EXCLUSIVE**

8.1 **Waiver of breach and materiality.** Failure by ~~CITY~~ a party to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease Agreement. CITY and LESSEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term hereof.

8.2 **No remedy exclusive.** No remedy herein conferred upon or reserved to the CITY or LESSEE is intended to be exclusive of any other remedy herein provided or otherwise

available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE IX SURRENDER OF LEASED PREMISES

9.1. LESSEE agrees to surrender possession of the ~~leased premises~~ Premises upon termination of this Lease Agreement in the same condition as existed on the first day of occupancy of the ~~leased premises by LESSEE~~ Premises by LESSEE, provided that LESSEE shall have no obligation to remove foundations deeper than three (3) feet below ground level.

ARTICLE X ASSIGNMENT AND SUBLETTING; MANAGER

10.1 Except as otherwise provided below in this Section 10.1 and in Section 10.2, LESSEE shall not sublet the leased premises or any part thereof, or transfer, assign pledge, or otherwise encumber this Lease Agreement or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise (any such action being called an "assignment"), without the prior written consent of CITY. Any such action shall be null and void and of no force or effect. Notwithstanding the foregoing, LESSEE may, without the CITY's consent or approval, transfer or assign this Lease Agreement to the surviving entity in the event of a merger involving LESSEE or to an entity purchase all or substantially all of LESSEE's assets, or to Crown Castle USA Inc. ("Manager") or any affiliate, parent, subsidiary or related entity of Manager. LESSEE shall provide notice to CITY of any such assignment or transfer.

10.2 Notwithstanding the foregoing in Section 10.1, pursuant to the terms and provisions of a Certain Tower Site Management Services Agreement dated March 30, 2009 (the "Management Agreement"), LESSEE may appoint Manager as its exclusive site manager, agent and primary contact for LESSEE with respect to the Premises and the administration of this Lease Agreement. CITY hereby agrees to deal directly with Manager in regard to matters relating to this Lease Agreement as if "LESSEE" hereunder until written notification from LESSEE directing otherwise.

~~10.2 LESSEE shall obtain the prior written consent of CITY to keep this Lease Agreement in effect upon any transfer or merger of ownership between LESSEE and any other corporation or company or upon any sale or transfer of a majority of the ownership interest in LESSEE (whether accomplished by one transaction or a series of transactions). Notwithstanding the foregoing, the provision of this Article X shall not apply to any public trades of registered stock that occurs on a national stock exchange.~~

ARTICLE XI DAMAGE OR DESTRUCTION

11.1 **LESSEE's responsibilities.** CITY shall not be liable to LESSEE for damage to LESSEE's property, improvements and facilities from any cause whatsoever, including, without limitation, any act of negligence of any tenants, occupants or other users of Bluesten Park or any

other person, unless cause by the ~~sole~~ negligence or intentional acts or omissions of CITY, its agents, servants, or employees. LESSEE shall have the right, however, to claim and recover its damages from any third party other than CITY who may be liable for such damages.

11.2 **Abatement of rentals.** In the event of damage ~~+~~or destruction to all or any portion of the ~~leased premises~~ Premises which renders the same unusable, there shall be an appropriate abatement or reduction of the rental, fees and charges payable hereunder, at the sole reasonable discretion of and as determined by CITY, commencing at the time of such damage or destruction, ~~but only to the extent that CITY is able to mitigate its damages through insurance proceeds~~ and continuing until such time as CITY's engineers certify that said ~~leased premises~~ Premises are again ready for use by LESSEE.

ARTICLE XII NOTICES

12.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided herein. For the present, the parties designate the following:

FOR CITY OF HALLANDALE BEACH:
City Manager
400 South Federal Highway
Hallandale Beach, Florida 33009

FOR TOWER DEVELOPMENT CORPORATION:

[c/o Crown Castle USA Inc.](#)
[E. Blake Hawk, General Counsel,](#)
[Attn: Legal Department,](#)
[2000 Corporate Drive,](#)
[Canonsburg, PA 15317-8564,](#)
[1-866-482-8890](#)

ARTICLE XIII OPERATIONS OF LESSEE

13.1 ~~LESSEE~~ Each party shall comply with all federal and state laws, codes, ordinances, advisory circulars, rules and regulations in performing its duties, responsibilities, and obligations related to this Lease Agreement. In addition, ~~LESSEE~~ each party shall comply with all ~~CITY~~ of the laws, codes, ordinances, rules and regulations of the CITY in performing its duties, responsibilities and obligations related to this Lease Agreement.

13.2 LESSEE shall, at its own expense, provide and maintain in full force and effect, any and all licenses and permits required for the legal operation of all aspects of LESSEE's business conducted at the ~~leased premises~~ Premises. LESSEE shall pay all license and permit fees and charges for the conduct of any business on the ~~premises~~ Premises before such amounts become delinquent.

ARTICLE XIV — AUDIT

~~14.1 **Audit.** LESSEE shall keep true and correct records and accounts of all gross receipts from its sublease of tower space and semiannually furnish to CITY a true and accurate statement for the preceding six (6) months of all such receipts, which statement shall be certified by an authorized representative of LESSEE to be correct. LESSEE agrees that it will keep and preserve for at least three (3) years all subleases, cash deposit receipts and other evidence of gross receipts for such period. CITY shall have the right at any reasonable time to audit all of the books of account, bank statements, documents, records, returns, papers and files of LESSEE relating to gross receipts from its sublease of tower space, and LESSEE, upon request, shall make all such matters available for examination at the Finance Department of the CITY. If CITY shall make or have such an audit made for any year and the gross receipts shown by LESSEE's statement for such year is found to be understated by more than one percent (1%), LESSEE shall pay to CITY the cost of such audit.~~

ARTICLE XIV **HAZARDOUS MATERIALS**

14.1 **LESSEE's Obligation and Indemnity.** LESSEE shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises in any manner prohibited by law. LESSEE shall indemnify and hold CITY harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Premises if caused by LESSEE or persons acting under LESSEE.

14.2 **CITY's Obligation and Indemnity.** CITY shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from CITY's property on which the Premises is located or from the Premises in any manner prohibited by law. CITY shall indemnify and hold LESSEE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on CITY's property on which the Premises is located or on the Premises unless caused by LESSEE or persons acting under LESSEE.

14.3 **Hazardous Material as used herein means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and**

all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

ARTICLE XV HEADINGS

15.1 All article, paragraph and section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this Lease Agreement.

ARTICLE XVI CONSTRUCTION

16.1 **Jurisdiction/waiver of jury trial.** LESSEE hereby irrevocably submits to the jurisdiction of Florida’s state or federal courts in any action or proceeding arising out of or relating to this Lease Agreement and hereby irrevocably agrees that all claims with respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs. The parties agree that this Lease Agreement shall be construed and interpreted according to the laws of the State of Florida. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights either may have to a trial by jury of any such litigation.**

16.2 **Severance.** In the event this Lease Agreement or a portion of this Lease Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or LESSEE elects to terminate this Lease Agreement. The election to terminate this Lease Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

16.3 **Independent contractor/relationship of parties.** The relationship of CITY and LESSEE hereunder is the relationship of lessor and lessee. Services provided by LESSEE hereunder shall be subject to the supervision of LESSEE and such services shall not be provided by LESSEE, or its agents as officers, employees or agents of CITY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease Agreement. Nothing contained herein shall be deemed or construed as creating the relationship of principal an agent, partners, joint venturers, or any other similar relationship between the parties hereto.

16.4 This Lease Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease Agreement and have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein.

16.5 **Amendments.** Except as may be specifically provided herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed with the same or similar formality as this Lease Agreement and executed by the CITY and LESSEE.

16.6 **Limitation of Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Premises or Easements.

ARTICLE XVII SOVEREIGN IMMUNITY

17.1 Nothing in this Lease Agreement shall be construed in any way to limit CITY's rights, privileges and immunities as set forth in Florida Statutes, 768.28 nor be construed to affect in any way CITY's rights, privileges and immunities, and the limits of CITY's liability for any of the above to other than the sovereign immunity levels as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by the proper officers as of the _____ day of _____, 2012.

CITY:

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
Mark Antonio, CITY Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

Edward A. Dion, INTERIM CITY ATTORNEY

~~CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.~~

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by the proper officers as of the _____ day of _____, 2012.

LESSEE:
TOWER DEVELOPMENT
CORP.CORPORATION,
a Maryland special purpose corporation

ATTEST: _____

(Name of Corporation)

(Secretary) By _____

(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

TOWER DEVELOPMENT CORP.

WITNESSES:

(PRINT NAME) _____ (PRESIDENT OR VICE PRESIDENT)

~~(PRINT NAME)~~
~~NOTARY SEAL~~

Witness Print Name: _____

By: Crown Castle USA Inc.,
a Delaware corporation,
Its Agent and Attorney in Fact

Witness Print Name: _____

By: _____
Print Name: R. Scott Cheek
Title: Real Estate and Zoning Manager –
National Site Development

Date: _____

EXHIBIT A

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA
FOR: CROWN CASTLE

SURVEYOR'S NOTES

- BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 88°30'28" WEST ALONG THE SOUTH LINE OF LOT 3, BLOCK 11 AND LOT 4, BLOCK 12.
- UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVE GROUND INDICATORS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
- THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED APRIL 3, 2012.
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A LEASE PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
- LATITUDE AND LONGITUDE VALUES DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTECH LOCUS RECEIVER THAT WERE POST PROCESSED WITH CORS DATA FILES AND ARE REFERENCED TO THE NAD'83 DATUM.
- ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN ASHTECH LOCUS RECEIVER THAT WERE POST PROCESSED WITH CORS DATA FILES AND ARE REFERENCED TO THE NAVD'88 DATUM.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR AN ABSTRACT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- SITE ADDRESS:
1501 SOUTHEAST 1ST AVENUE
HALLANDALE BEACH, FL 33009



LOCATION MAP
NOT TO SCALE



VICINITY DETAIL MAP
NOT TO SCALE

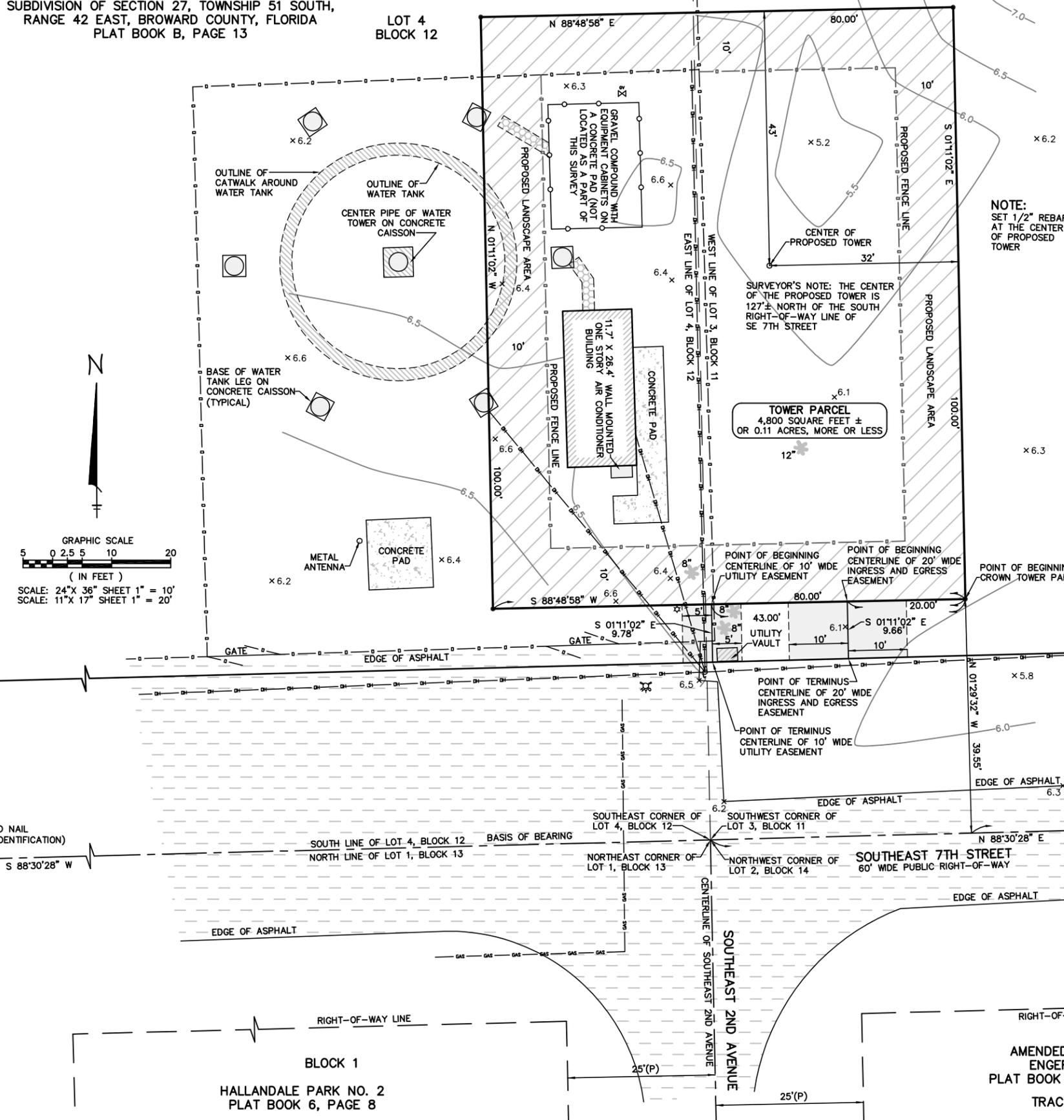
SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH,
RANGE 42 EAST, BROWARD COUNTY, FLORIDA
PLAT BOOK B, PAGE 13

LOT 4
BLOCK 12

PARENT PARCEL
CITY OF HALLANDALE BEACH
TAX PARCEL NO. 5142-27-01-0370

PARENT PARCEL
CITY OF HALLANDALE BEACH
OFFICIAL RECORD BOOK 26146, PAGE 569
TAX PARCEL NO. 5142-27-01-0340

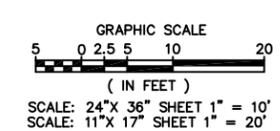
LOT 3
BLOCK 11



LEGEND

- INDICATES PLACED 1/2" REBAR WITH GOELINE LB 7082 CAP
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES UNDERGROUND GAS LINE
 - INDICATES METAL LIGHT POLE
 - INDICATES WOOD UTILITY POLE
 - INDICATES OVERHEAD UTILITY LINE
 - INDICATES FIRE HYDRANT FOUND
 - INDICATES GAS VALVE FOUND
 - INDICATES SPOT ELEVATION
 - INDICATES 7' TALL CHAINLINK FENCE
 - INDICATES 6' TALL CHAINLINK FENCE
 - INDICATES ASPHALT
 - INDICATES WAVEGUIDE BRIDGE
 - INDICATES CONCRETE
 - INDICATES PALM TREE AS NOTED
 - TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND
- NAVD'88 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
NAD'83 = INDICATES NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
NAD'27 = INDICATES NORTH AMERICAN DATUM, 1927 ADJUSTMENT.

SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH,
RANGE 42 EAST, BROWARD COUNTY, FLORIDA
PLAT BOOK B, PAGE 13



FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 125110 0319 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA, DATED 8/18/1992, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN".

DAVID G. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

4/18/12

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13490 NW 104th Terrace, Suite A
Alachua, Florida 32815
(386)418-0500 Fax: (386)462-9986
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	1" = 10'
DRAWN	FLOYD CURTIS	DATE	APRIL 3, 2012
CHECKED	DAVID SHORT	PROJECT #	265-2842

CROWN CASTLE
CROWN CASTLE SITE BUN 5800468
HALLANDALE BEACH SITE, BROWARD COUNTY, FLORIDA
DRAWING# 265-2842 SHEET# 1 OF 2

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA
FOR: CROWN CASTLE

PROPERTY DESCRIPTIONS

CROWN TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOT 3, BLOCK 11 AND LOT 4, BLOCK 12, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISK LOCATED AT THE INTERSECTION OF THE CENTERLINE OF OLD FEDERAL HIGHWAY (66 FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTH LINE OF LOT 3, BLOCK 11, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, SAID POINT BEING LOCATED NORTH 88°30'28" EAST, A DISTANCE OF 681.07 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°30'28" WEST ALONG SAID SOUTH LINE FOR 118.20; THENCE NORTH 01°29'32" WEST FOR 39.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°48'58" WEST FOR 80.00 FEET; THENCE NORTH 01°11'02" WEST FOR 100.00 FEET; THENCE NORTH 88°48'58" EAST FOR 80.00 FEET; THENCE SOUTH 01°11'02" EAST FOR 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8,000 SQUARE FEET (0.18 ACRES), MORE OR LESS.

20 FEET WIDE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOT 3, BLOCK 11, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISK LOCATED AT THE INTERSECTION OF THE CENTERLINE OF OLD FEDERAL HIGHWAY (66 FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTH LINE OF LOT 3, BLOCK 11, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, SAID POINT BEING LOCATED NORTH 88°30'28" EAST, A DISTANCE OF 681.07 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°30'28" WEST ALONG SAID SOUTH LINE FOR 118.20; THENCE NORTH 01°29'32" WEST FOR 39.55 FEET TO THE SOUTHWEST CORNER OF AN 80 FOOT X 100 FOOT TOWER PARCEL; THENCE SOUTH 88°48'58" WEST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FEET WIDE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°11'02" EAST FOR 9.66 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST 7TH STREET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 193 SQUARE FEET, MORE OR LESS.

10 FEET WIDE UTILITY EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOT 3, BLOCK 11 AND LOT 4, BLOCK 12, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISK LOCATED AT THE INTERSECTION OF THE CENTERLINE OF OLD FEDERAL HIGHWAY (66 FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTH LINE OF LOT 3, BLOCK 11, SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY, SAID POINT BEING LOCATED NORTH 88°30'28" EAST, A DISTANCE OF 681.07 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°30'28" WEST ALONG SAID SOUTH LINE FOR 118.20; THENCE NORTH 01°29'32" WEST FOR 39.55 FEET TO THE SOUTHWEST CORNER OF AN 80 FOOT X 100 FOOT TOWER PARCEL; THENCE SOUTH 88°48'58" WEST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 43.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FEET WIDE UTILITY EASEMENT; THENCE SOUTH 01°11'02" EAST FOR 9.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST 7TH STREET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 98 SQUARE FEET, MORE OR LESS.



GEOLINE SURVEYING, INC., LB 7082

David G. Short
DAVID G. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

GEOLINE SURVEYING, INC.		<i>Professional Land Surveyors</i> 13490 NW 104th Terrace, Suite A Alachua, Florida 32815 (386)418-0500 Fax: (386)462-9986 geoline@geolineinc.com	
DESIGNED	FLOYD CURTIS	SCALE	1" = 10'
DRAWN	FLOYD CURTIS	DATE	APRIL 3, 2012
CHECKED	DAVID SHORT	PROJECT #	265-2842
CROWN CASTLE SITE BUN 5800468			
HALLANDALE BEACH SITE, BROWARD COUNTY, FLORIDA			
DRAWING# 265-2842		SHEET# 2 OF 2	