

City of Coral Gables
Attn: City Manager
405 Biltmore Way
Coral Gables, FL 33134

FA # 10023646 FHJX

Partially Executed Agreement

12/9/2020

Attached is the partially-executed lease for FA # 10023646 FHJX
Please return (1) fully-executed original copy to:

Ryan Eaves
2859 Cormorant Road
Delray Beach, FL 33444
713-530-2773

**ATTN: Ryan Eaves
2859 Cormorant Road
Delray Beach, FL 33444
713-530-2773**

FA # 10023646 FHJX

Fully-Executed Agreement

12/9/2020

Attached is the fully executed agreement.

Cell Site Number: FHJX
Cell Site Name: FHJX
Fixed Asset Number: 10023646
Market: S. Florida
Address: 11911 Old Cutler Road, Miami FL 33156

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (“Fifth Amendment”), is by and between City of Coral Gables, a municipal corporation, having a mailing address of 405 Biltmore Way, Coral Gables, FL 33134 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, have a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319-5309 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its predecessor) entered into a Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012, as amended by certain Second Amendment to Lease Agreement dated November 30, 2016, and as by certain Third Amendment and Extension to Lease Agreement dated September 26, 2019, and as by certain Fourth Amendment to Lease Agreement dated June 19, 2020 (“**Agreement**”), with respect to certain Premises, that are a portion of the Property located at 11911 Old Cutler Road, Coral Gables, FL 33156, therein described in Exhibit A to the Agreement (“**Property**”); and

WHEREAS, Tenant desires to modify or relocate its Communications Facility, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to modify and/or replace its equipment as set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- A. The foregoing “Whereas” clauses are hereby incorporated as part of this Fifth Amendment as if they were more fully set forth herein.
- B. **Landlord’s Consent.** Landlord hereby consents to Tenant’s request to modify or to replace its equipment located in the area of the Tower depicted on **Exhibit B-2** attached hereto, and only as depicted therein. Landlord’s consent herein is subject to Tenant obtaining all Government Approvals at its cost. **Exhibit B-2** hereby replaces Exhibit B-1 referenced in Fourth Amendment of the Agreement. Tenant may not install any equipment in alternate areas of the Tower or premises without a further amendment to the Agreement.
- C. **Cost Recovery.** Pursuant to Section 3.5 of the Agreement, Tenant agrees to reimburse Landlord for all costs, including engineering and attorney’s fees, incurred by Landlord to process Tenant’s request associated with this Fifth Amendment. It is acknowledged that Tenant submitted a deposit for six thousand five hundred dollars (\$6,500) toward such cost recovery. Reimbursement of any additional amounts invoiced by Landlord shall be made by Tenant prior to Landlord’s execution of this Fifth Amendment.

- D. Non-Interference.** Tenant warrants that its use of equipment shown on Exhibit B-2 will not interfere with existing radio frequency users on the Property at the time of such installation, as long as those existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- E. Inspection.** Tenant agrees that upon completion of the modification contemplated herein, such work will be inspected and certified as having been completed in accordance with engineering requirements and Exhibit B-2 by Landlord's engineering consultant ("Engineering Consultant"). If the Landlord's Engineering Consultant determines that repair or modification of Tenant's equipment, the Tower, or other equipment on the Tower are necessary as a result of Tenant's construction pursuant to this Fifth Amendment, Tenant shall be responsible for the cost of such repairs or modifications. Tenant shall be solely responsible for the cost of such inspection and certification by the Landlord's Engineering Consultant.
- F. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.
- G. Counterparts.** This Fifth Amendment may be executed in two (2) Counterparts, each of which shall be deemed an original, and such counterparts shall constitute but the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

“LANDLORD”

City of Coral Gables
By: _____
Name: _____
Title: _____
Date: _____

WITNESSES:

By: _____
Name: _____
By: _____
Name: _____

Approved as to Form

Attest:

Miriam Ramos, City Attorney

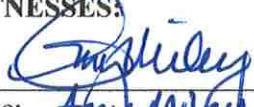
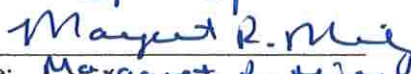
Billy Y. Urquia
City Clerk

“TENANT”

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: John F. Heggy
Title: Area Manager
Date: 12/11/2020

WITNESSES:

By: 
Name: Amy Wiley
By: 
Name: Margaret R. Wiley

LANDLORD ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as _____ of _____, a _____, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA -
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 1st day of December, 2020, by John Heggy, as Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public Signature
Print Notary Name: Amy M Meek
My commission expires: 4/12/2022

Exhibit B-2

See attached exhibit comprised of 2 pages, dated 10/19/2020 prepared by Dewberry Engineering.

/820000/1#42517661 v1

Cell Site Number: FHJX
Cell Site Name: FHJX
Fixed Asset Number: 10023646
Market: S. Florida
Address: 11911 Old Cutler Road, Miami FL 33156

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (“Fifth Amendment”), is by and between City of Coral Gables, a municipal corporation, having a mailing address of 405 Biltmore Way, Coral Gables, FL 33134 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, have a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319-5309 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its predecessor) entered into a Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012, as amended by certain Second Amendment to Lease Agreement dated November 30, 2016, and as by certain Third Amendment and Extension to Lease Agreement dated September 26, 2019, and as by certain Fourth Amendment to Lease Agreement dated June 19, 2020 (“**Agreement**”), with respect to certain Premises, that are a portion of the Property located at 11911 Old Cutler Road, Coral Gables, FL 33156, therein described in Exhibit A to the Agreement (“**Property**”); and

WHEREAS, Tenant desires to modify or relocate its Communications Facility, which Landlord is willing to approve; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to modify and/or replace its equipment as set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- A. The foregoing “Whereas” clauses are hereby incorporated as part of this Fifth Amendment as if they were more fully set forth herein.
- B. **Landlord’s Consent.** Landlord hereby consents to Tenant’s request to modify or to replace its equipment located in the area of the Tower depicted on **Exhibit B-2** attached hereto, and only as depicted therein. Landlord’s consent herein is subject to Tenant obtaining all Government Approvals at its cost. **Exhibit B-2** hereby replaces Exhibit B-1 referenced in Fourth Amendment of the Agreement. Tenant may not install any equipment in alternate areas of the Tower or premises without a further amendment to the Agreement.
- C. **Cost Recovery.** Pursuant to Section 3.5 of the Agreement, Tenant agrees to reimburse Landlord for all costs, including engineering and attorney’s fees, incurred by Landlord to process Tenant’s request associated with this Fifth Amendment. It is acknowledged that Tenant submitted a deposit for six thousand five hundred dollars (\$6,500) toward such cost recovery. Reimbursement of any additional amounts invoiced by Landlord shall be made by Tenant prior to Landlord’s execution of this Fifth Amendment.

- D. Non-Interference.** Tenant warrants that its use of equipment shown on Exhibit B-2 will not interfere with existing radio frequency users on the Property at the time of such installation, as long as those existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- E. Inspection.** Tenant agrees that upon completion of the modification contemplated herein, such work will be inspected and certified as having been completed in accordance with engineering requirements and Exhibit B-2 by Landlord's engineering consultant ("Engineering Consultant"). If the Landlord's Engineering Consultant determines that repair or modification of Tenant's equipment, the Tower, or other equipment on the Tower are necessary as a result of Tenant's construction pursuant to this Fifth Amendment, Tenant shall be responsible for the cost of such repairs or modifications. Tenant shall be solely responsible for the cost of such inspection and certification by the Landlord's Engineering Consultant.
- F. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.
- G. Counterparts.** This Fifth Amendment may be executed in two (2) Counterparts, each of which shall be deemed an original, and such counterparts shall constitute but the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

“LANDLORD”

City of Coral Gables
By: _____
Name: _____
Title: _____
Date: _____

WITNESSES:

By: _____
Name: _____

By: _____
Name: _____

Approved as to Form

Attest:

Miriam Ramos, City Attorney

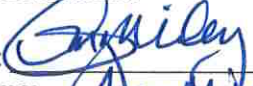
Billy Y. Urquia
City Clerk

“TENANT”

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: John F. Heggy
Title: Area Manager
Date: 12/11/2020

WITNESSES:

By: 
Name: Amy Wiley
By: Margaret R. Miley
Name: Margaret R. Miley

LANDLORD ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as _____ of _____, a _____, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 17th day of December, 2020, by John Hagg, as Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

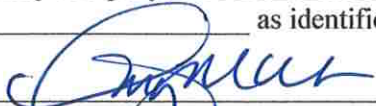

Notary Public Signature
Print Notary Name: Amy MEEK
My commission expires: 4/12/2022



Exhibit B-2

See attached exhibit comprised of 2 pages, dated 10/19/2020 prepared by Dewberry Engineering.

/820000/1#42517661 v1

ANTENNA & COAX SCHEDULE DETAIL

SECTION	ANTENNA CENTER	ANTENNA HEIGHT	ANTENNA MODEL	PERMANENT DISCONNECT (P.D.)	COAX MODEL	SIZE	# OF COAXES	COAX LENGTH (FEET)	COAX LOSS	NET LENGTH	MODEL	TYPE	QTY.	UNIT	QTY.	MODEL	QTY.	DESCRIPTION
ALPHA (A1)	10'	130'-0"	ANTENNA	1	** UTS-50 ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
ALPHA (A2)	10'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (COX TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	4	15'	2 W/D	13'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
ALPHA (A3)	10'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (COX TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
ALPHA (A4)	10'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (COX TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	2	15'	4 RUC	11'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
BETA (B1)	110'	130'-0"	ROOFTOP	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
BETA (B2)	110'	130'-0"	ROOFTOP	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	4	15'	2 RUC	13'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
BETA (B3)	110'	130'-0"	ROOFTOP	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
BETA (B4)	110'	130'-0"	ROOFTOP	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	2	15'	4 RUC	11'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
Gamma (C1)	250'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
Gamma (C2)	250'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	4	15'	2 RUC	13'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
Gamma (C3)	250'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	7/8"	2	160'	15'	145'	RWJ-50 010	1	1	1	1	DISCONNECT (VNS)-1	1	2
Gamma (C4)	250'	130'-0"	ANTENNA	1	ROUNDER FIBER JUMPER (COX TO RWJ) ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ) 1/2" COAX JUMPER (RWJ TO ANTENNA)	3/8"	2	15'	4 RUC	11'	RWJ-448 B8/812	1	1	1	1	DISCONNECT (VNS)-1	1	2
TOTAL COAXES										24	360'							
TOTAL PROJECT										1	1360'							
OVERALL TOTAL										9	540'							

BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1	ROUNDER FIBER JUMPER (COX TO RWJ)	24	360'		
2	ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ)	15	225'		
3	1/2" COAX JUMPER (RWJ TO ANTENNA)	32	480'		
4	ROUNDER FIBER JUMPER (COX TO RWJ)	2	30'		
5	ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ)	2	30'		
6	1/2" COAX JUMPER (RWJ TO ANTENNA)	4	60'		
7	ROUNDER FIBER JUMPER (COX TO RWJ)	2	30'		
8	ROUNDER SINGLE PAIR DC COAXES (O.S. TO RWJ)	2	30'		
9	1/2" COAX JUMPER (RWJ TO ANTENNA)	4	60'		

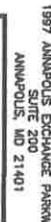
DC/FIBER DEMARCATION BOX

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1	DC/FIBER DEMARCATION BOX	1			

C-3



3210 LANE EXAM ROAD
LAKE WALKER, FL 32746



1987 ANNAPOLIS EXCHANGE PARKWAY
SUITE 200
ANNAPOLIS, MD 21401

FHUX
FA NO.: 10023846

CONSTRUCTION DRAWINGS

01/10/19/20 FOR CONSTRUCTION



Dewberry Engineers Inc.
3000 N. W. 10th Ave.
Fort Lauderdale, FL 33309
Tel: 954.473.8800
Fax: 954.473.8801



DESIGNED BY: JAM
PROJECT NUMBER: 20131415
JOB NUMBER: 20131428
SITE ADDRESS: 11911 OLD CUTLER RD
MIAMI, FL 33156