

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2019-225**

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING ENTERING INTO THE THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC WITH REGARD TO CITY OWNED PROPERTY LOCATED AT 11911 OLD CUTLER ROAD, CORAL GABLES, FLORIDA.

**WHEREAS**, Landlord City of Coral Gables, Florida, ("Landlord") and Bellsouth Mobility, LLC ("Bellsouth Mobility") entered into a Lease Agreement dated March 25, 1993, as amended by that certain First Amendment to Lease Agreement dated August 21, 2012, and Second Amendment to Lease Agreement dated November 30, 2016 (the "Lease Agreement"), with respect to certain Premises, therein described, that are a portion of the Property located at 11911 Old Cutler Road, Coral Gables, FL 33156 (the "Property"); and

**WHEREAS**, effective December 31, 2004, Bellsouth Mobility was merged with and into New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Bellsouth Mobility LLC, a Georgia limited liability company d/b/a AT&T Wireless (the "Tenant"); and

**WHEREAS**, the Lease Agreement expired on or about April 21, 2018, and provided for annual extensions until either party notified the other of its intention not to extend; and

**WHEREAS**, Landlord and Tenant desire to amend and to extend the Lease Agreement as provided in the attached Third Amendment and Extension to Lease Agreement ("Lease Amendment"), including adjusting the rent; and

**WHEREAS**, the City Commission finds it is in the public interest to amend and the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

**SECTION 2.** That the Third Amendment and Extension to Lease Agreement with New Cingular Wireless PCS, LLC is hereby approved in substantially the form attached hereto as Exhibit "A."

**SECTION 3.** That the City Commission does hereby authorize the City Manager to execute the Third Amendment and Extension to Lease Agreement with such modifications to the form attached hereto as Exhibit "A" as may be approved by the City Manager and City Attorney and are necessary to implement the intent of this resolution.

**SECTION 4.** The City Commission hereby authorizes the City Manager to invoice the Tenant costs incurred by the City that have not been paid by Tenant in connection with this Lease Amendment, including reasonable attorneys' fees, in accordance with Division 12, Section 2-1093 of the City Code and Section 3.5 of the Lease Amendment. The City Attorney and City Manager are authorized to rescind the City's approval of the Lease Amendment, withhold Landlord approvals required under the Lease Amendment, or take other appropriate action if such funds are not paid within 30 days of receipt of an appropriate invoice.

**SECTION 5.** That this Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS NINTH DAY OF JULY, A.D., 2019.

(Moved: Lago / Seconded: Mena)

(Yeas: Keon, Lago, Mena, Fors, Jr., Valdes-Fauli)

(Unanimous: 5-0 Vote)

(Agenda Item: I-5)

APPROVED:



RAÚL VALDÉS-FAULI  
MAYOR

ATTEST:



BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS  
CITY ATTORNEY

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

### THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT

**THIS THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT** (“**Third Amendment**”), dated as of April 22, 2018, 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, having a mailing address of 1025 Lenox Park Blvd, 3<sup>rd</sup> Floor, NE, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012, and as amended by certain Second Amendment to Lease Agreement dated November 30, 2016 (collectively, the Lease Agreement, First Amendment to Lease Agreement, and Second Amendment to Lease Agreement are referred to as, “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term and to modify various provisions of the Agreement, including but not limited to an adjustment in the rent, as set forth below accordingly.

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 Third Amendment as if they were more fully set forth herein.

B. Sections 1 through 36 of the Agreement are hereby deleted in their entirety and replaced with the following new Sections of this Third Amendment, which constitutes the new terms for the lease going forward. The terms of the lease following this Third Amendment shall be referred to as the “**New Agreement**”.

**1. Leased Premises.** Landlord hereby leases to Tenant the following:

1.1 The property with respect to certain premises described in the Agreement, that are a portion of the Property located at 11911 Old Cutler Road, Miami, FL 33156, described in the attached **Exhibit A** (“**Property**”).

1.2 That portion of the Tower as shown on **Exhibit B**, attached hereto (“**Tower Space**”). Tenant may not install any equipment in alternate areas of the Tower or other locations without an amendment to this New Agreement;

1.3 That portion of the Building as shown on **Exhibit C**, attached hereto (“**Building Space**”);

Ordinances. Landlord shall have the right, at Landlord's cost and expense, to inspect Tenant's Permitted Uses and Tenant's Communications Facility. Notwithstanding this provision, Landlord may inspect the Tower, Premises and Tenant's Communications Facility at Tenant's reasonable cost and expense, in connection with Tenant's request for consent to modify, revise or alter its Communications Facility. Nothing herein shall prohibit the City from inspecting the Structure, Premises and Communications Facility at Tenant's expense in the exercise of the City's regulatory and police powers in reviewing Tenant's application for Government Approval. Structural analyses of any proposed installation, addition, modification, upgrading or replacement of Tenant's Communications Facilities on the Structure by a licensed engineer who satisfies the requirements of Section 471.003, Florida Statutes, shall be performed at Tenant's sole cost and expense in accordance with applicable national standards and building codes.

2.5 Tenant agrees that upon completion of any upgrades or modifications to its equipment or Communications Facility, the Landlord may inspect such work to certify as having been completed in accordance with engineering requirements and an approved amended Exhibit B or C, as applicable by the Landlord's engineering consultant ("Engineering Consultant"). If the Landlord's Engineering Consultant determines that repairs or modifications of Tenant's equipment, the Tower, other equipment on the Tower or the Premises are necessary as a result of Tenant's construction pursuant to any amendment approved by Landlord, Tenant shall be responsible for the cost of such repairs or modifications. The cost of such inspection and certification by the Landlord's Engineering Consultant shall be borne solely by Tenant.

2.6 Interference. Tenant warrants that its installation of new or modified equipment will not interfere with existing radio frequency user(s) on the Property at the time of such installation, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

2.7 Access to the Property and Premises. Landlord hereby grants Tenant a non-exclusive right of ingress and egress to and from the Premises, including parking areas, seven days a week, 24 hours a day for the Permitted Use outlined in this New Agreement. At Landlord's request, Tenant will notify Landlord sufficiently in advance of accessing the Tower Space or Building Space so that Landlord may arrange to have someone observe Tenant or its contractors. Tenant hereby acknowledges and agrees that Landlord's Property is used as a fire station which provides emergency, police, and fire station services ("City Services"). Tenant shall take all steps necessary to ensure that Tenant's use of and access to the Premises and Property does not interfere with, limit, or restrict the City Services at any time. Landlord, within its reasonable discretion, may restrict Tenant's access to the Property, upon prior notice to Tenant, if Landlord determines such restriction is necessary to avoid interference with City Services. Such prior notice from Landlord to Tenant shall not be required in the event of an emergency.

### 3. Rent.

3.1 Commencing as of April 22, 2018, and for each successive year of the Initial and Extension Terms, rent will be paid in equal monthly installments and shall commence at \$5,000 per month. On an annual basis commencing April 22, 2019, rent will increase by three percent (3%) over the monthly rent paid during the previous year. Monthly rent for any Holdover Period shall increase five percent (5%) of the monthly rent for the immediately preceding month. The initial rent payments due will be forwarded by Tenant to Landlord within forty-five (45) days after the full execution and delivery of this Third Amendment.

**5. Government Approvals.**

5.1 Tenant at its sole cost and expense shall be responsible for obtaining all of the necessary governmental approvals required for the Permitted Use. These approvals include, but are not limited to, building permits, FAA, FCC, and Miami-Dade County approvals (the "Government Approvals").

5.2 Landlord shall cooperate with the Tenant in its efforts to obtain the Government Approvals and shall take no action which would adversely affect the Tenant's Permitted Use of the Premises.

5.3 Notwithstanding any provision herein to the contrary, Landlord cannot and hereby expressly does not waive or relinquish any of its land use, regulatory and police power authority, approval or enforcement rights and obligations, as they may relate to government regulations of general applicability which may govern the Property, any improvements thereon, or any operations on the Property. Nothing in this New Agreement shall be deemed to create an affirmative duty of Landlord to abrogate its right to exercise its police power and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations and grant agreements, as they may be amended. In addition, nothing herein shall be considered zoning by contract.

5.4 Landlord shall have the right, at Landlord's cost and expense, to inspect Tenant's Permitted Uses and the addition, modification, upgrading or replacement of Tenant's Communications Facility. Notwithstanding this provision, Landlord may inspect the Tower, Premises and Tenant's Communications Facility at Tenant's reasonable cost and expense, in connection with Tenant's request for consent to modify, revise or alter its Communications Facility, or in the event Landlord has a reasonable belief that inspection is warranted. Nothing herein shall prohibit the Landlord from inspecting the Tower, Premises and Communications Facility at Tenant's expense in the exercise of the Landlord's regulatory and police powers in reviewing Tenant's application for Government Approval. Structural analyses of any proposed installation, addition, modification, upgrading or replacement of Tenant's Communications Facilities on the Tower by a licensed engineer who satisfies the requirements of Section 471.003, Florida Statutes, shall be performed at Tenant's sole cost and expense in accordance with applicable national standards, electrical codes, and building codes.

5.5 If at any time during this New Agreement any of the Government Approvals are either rejected, terminated, expired, lapsed, withdrawn, canceled or if radio frequency tests conducted by the Tenant are found to be unsatisfactory, so that the Tenant at the Tenant's sole discretion is unable to use any or all of the Premises for the Permitted Use, the Tenant shall have the right to terminate this New Agreement. Notice of the Tenant's right to terminate this New Agreement as provided for in this Section shall be given to the Landlord in writing, and shall be effective upon ninety (90) days after receipt by Landlord. All rentals paid and owing up to said termination date shall be retained by the Landlord. Upon such termination, the parties shall have no further obligations, including the payment of Rent to each other, except for such provisions that survive the termination of this New Agreement.

**6. Maintenance.**

6.1 Tenant, at its sole cost and expense, shall be responsible for repairing and maintaining the Communications Facility installed by Tenant on the Premises in a proper

standards, that it is necessary to replace the Tower with a new tower ("Replacement Tower"), Landlord shall provide at least six (6) months prior written notice to Tenant, and the parties shall reasonably cooperate to accomplish such removal of the Tower ("Decommission") and construction of a Replacement Tower so as to avoid disruption of the parties' use of the Premises, unless Tenant notifies Landlord that it wishes to terminate the Agreement. If it is anticipated that the Tower or other portions of the Premises will become unusable for temporary periods of time as a result of such construction activities, Landlord will provide Tenant with reasonable prior notice of such dates. As set forth in this Section, Tenant may request that the Landlord allow Tenant the ability to use a temporary transmission site or COW on the Landlord's Property at a location sufficient to meet Tenant's coverage or engineering needs and as reasonably agreed upon by the parties. Landlord's consent to the use of temporary facilities or COW shall not be unreasonably withheld or conditioned. Installation of such temporary facilities, COW or relocation of equipment and facilities shall be subject to Tenant obtaining, at its cost and expense, any Government Approvals that may be necessary. Landlord agrees to undertake diligently and in good faith the construction of the Replacement Tower and Decommission of the existing Tower. Tenant shall be responsible for its pro rata share, based on the percentage of useable space on the Tower that it is using at the time Landlord provides notice of the intent to replace the Tower, of the costs and expenses incurred in connection with the Decommission and removal of the Tower and the construction and installation of the Replacement Tower ("Tenant Share"). Tenant shall be provided detailed cost estimates and an opportunity to opt out of payment of Tenant's Share if Tenant terminates the Agreement. To exercise such right to terminate, Tenant must provide Landlord notice of termination no later than thirty (30) days after receipt of the cost estimate from Landlord. If Tenant does not provide such timely notice, Tenant shall continue to be bound by this New Agreement, as amended, and to pay Tenant's Share of the costs as set forth herein. If Tenant exercises its right to terminate, such termination shall be effective upon the date of Decommission. Tenant shall continue to pay rent and fees that may be due pursuant to the New Agreement through such date. Landlord shall be responsible for obtaining Government Approvals at its costs and expense for removing the existing Tower and for construction and installation of the Replacement Tower. Tenant shall be responsible, at its costs and expense, for obtaining Government Approvals to install its antennas, equipment and Communications Facility on the Replacement Tower and for performing such installation, which Tenant shall pursue in a diligent fashion once notified by Landlord that the Replacement Tower is available. If there are less than three Renewal Terms remaining on the New Agreement at the time of notice by the Landlord of the need to install a Replacement Tower, the parties agree to negotiate in good faith a reasonable extension of the New Agreement to accommodate the costs incurred by the parties.

8. **Bond.** Tenant shall submit a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in a form of an Irrevocable Letter of Credit reasonably acceptable to the Landlord's attorney. Tenant shall maintain such bond for as long as the New Agreement is in effect to guarantee Tenant's compliance with the terms of the New Agreement, as amended, and to provide funds for Landlord's removal of Tenant's Communications Facility and restoration of the Premises if Tenant does not perform such removal and restoration when required herein.

9. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

and will pay its pro rata share of the cost for the purchase, installation, operation and maintenance of the Shared Generator. The parties anticipate entering into a mutually approved Shared Generator Agreement between the parties as well as others who may utilize the Shared Generator. As a good faith payment of Tenant's commitment, Tenant agrees to pay Landlord \$25,000 toward its share of the Shared Generator within sixty (60) days from the Effective Date. Such amount will be held in trust by Landlord and used solely in connection with costs incurred associated with the project for the purchase and installation of the Shared Generator.

**11. Covenant of Quiet Enjoyment.** Landlord covenants that, the Tenant's quiet enjoyment of the Premises at all times during the term of this New Agreement shall not be disturbed by any act of the Landlord, or of anyone acting by, through, or under the Landlord so long as (a) no event of default by the Tenant shall have occurred beyond all applicable notice, cure, and grace periods, and (b) the Tenant shall have fully performed all of the terms and conditions of this New Agreement. With the exception of radio equipment used for municipal purposes, the Landlord agrees not to place or allow for the placement of any equipment on the Tower which will cause measurable interference with the Tenant's Permitted Use that cannot be eliminated. If at any time during this New Agreement, new equipment installed on the Tower (other than the Landlord's equipment) causes measurable interference with the Tenant's Communications Facility, Landlord agrees to immediately perform (or cause to be performed) the necessary adjustments to the new equipment to eliminate the interference. If new equipment placed by Landlord causes unacceptable and measurable interference, the Landlord will use all reasonable efforts with reasonable cooperation of Tenant to eliminate the interference as soon as possible after notice from the Tenant.

**12. Removal after Termination of New Agreement.** Upon termination of this New Agreement, the Tenant shall, at its cost, within a reasonable time not to exceed ninety (90) days, remove all of its Communications Facility from the Premises and repair any damage to the Premises or Property caused by the removal, ordinary wear and tear excepted. If the Tenant does not remove its Communications Facility, or any portion thereof as required herein, the Tenant shall pay rent as determined during the Holdover Period. If Tenant does not remove its Communications Facility as required herein, following fifteen (15) days' notice from Landlord, Landlord may remove or cause to be removed all or a portion of Tenant's Communications Facility from the Premises and charge all such costs to Tenant. Alternatively and in its sole discretion, Landlord may assume ownership of all or a portion of Tenant's Communications Facility with no liability to Tenant. Tenant shall execute any documents reasonably required by Landlord to transfer ownership to Landlord, with no compensation due from Landlord. Landlord may draw down any bond, letter of credit or security fund received from Tenant to accomplish such removal at Tenant's cost.

**13. Utilities.**

13.1 The Landlord shall furnish the Building Space with electric service sufficient for the Permitted Use. The Tenant shall be responsible for payment of all electrical consumption required by the Tenant for its Permitted Use and may cause the Building Space to be separately metered for such purpose. The Landlord hereby agrees that the Tenant at the Tenant's sole cost and expense may provide and install its own electrical power with sufficient capacity to permit the Tenant's Permitted Use.

13.2 The Tenant shall have the right to install, at its sole cost and expense, supplementary air conditioning equipment to provide air conditioning on a twenty-four (24) hour a day, seven (7)

by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**16. ENVIRONMENTAL.**

16.1 Landlord represents and warrants, that to the best of Landlord's knowledge without investigation, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

16.2 Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under this Section. To the extent permitted by applicable law, Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances that it brought onto the Property prior to the effective date of the Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

16.3 The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any government authority. The provisions of this Section will survive the expiration or termination of this Agreement.

**17. Assignment.** This New Agreement may not be sold, assigned or transferred by Tenant at any time except to the Tenant's principal, affiliates or subsidiaries of its principal or to any company upon which the Tenant is merged or consolidated. As to other parties, Tenant may not assign or otherwise transfer this New Agreement without the prior written consent of Landlord, which will not be unreasonably withheld or delayed. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations hereunder upon Landlord's receipt of an assignment and assumption agreement signed by Tenant and its assignee. Tenant may not sublet its rights under this New Agreement without Landlord's prior written consent. Landlord shall have the right to assign and transfer this New Agreement. Upon Tenant's receipt of written verification of a sale, or transfer of the Tower and/or Property, or assignment of this New Agreement, Landlord shall be relieved of all liabilities and obligations to the extent of such sale, assignment, or transfer, and



assessment, and provide proof of payment to Landlord, or Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same.

21.2 For any tax amount for which Tenant is responsible under this New Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

**22. Sale of Property.** Should the Landlord, at any time during the term of this New Agreement and any extensions thereof, decide to sell all or part of the Property, such sale shall be under and subject to this New Agreement and the Tenant's rights hereunder. Any person or entity acquiring title to the Building, Tower and/or the Property shall recognize the validity of this New Agreement, shall assume all of the Landlord's obligations hereunder and shall deliver to the Tenant a non-disturbance agreement.

**23. Recording.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit D** to be recorded in the Public Records of Miami-Dade County, Florida, by Tenant, at its cost.

**24. Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communications Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

**25. Default And Right To Cure.**

24.1 The following will be deemed a default by Tenant and a breach of this New Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's material failure to perform any other term or condition under this New Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

32. **Negotiated Agreement.** All of the parties to this New Agreement have participated fully in its negotiation and preparation. Accordingly, this New Agreement shall not be more strictly construed against any one of the parties.

33. **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

34. **No Partnership.** The Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this New Agreement or any action taken under this New Agreement, a partner of the Tenant, in the Tenant's business or otherwise, or a member of any joint enterprise or venture with the Tenant.

35. **Entire Agreement.** This New Agreement contains the sole and entire agreement, and supersedes all other prior written or oral agreements, between the parties with respect to the subject matter of this New Agreement.

36. **Amendment/Waiver.** This New Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this New Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

37. **Binding Effect.** The terms and conditions of this New Agreement shall bind the parties and their respective successors and assigns, and shall inure to the benefit of the parties and their respective permitted successors and assigns. Any waiver of rights by either party shall be deemed not only to be a waiver of such rights by such party but also a waiver of such rights for and on behalf of such party's successors and assigns.

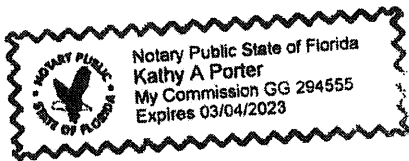
38. **Counterparts.** This New Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA \_\_\_\_\_ )  
COUNTY OF SEMINOLE )ss:

On the 5<sup>TH</sup> day of JUNE, 2019 before me personally appeared John F. Heggy, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corporation, manager of New Cingular Wireless PCS LLC, the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Kathy A. Porter  
Notary Public: Kathy Porter  
My Commission Expires: \_\_\_\_\_

LANDLORD ACKNOWLEDGEMENT

STATE OF FLORIDA \_\_\_\_\_ )  
COUNTY OF MIAMI-DADE \_\_\_\_\_ )ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me personally appeared \_\_\_\_\_, and acknowledged under oath that he is the \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

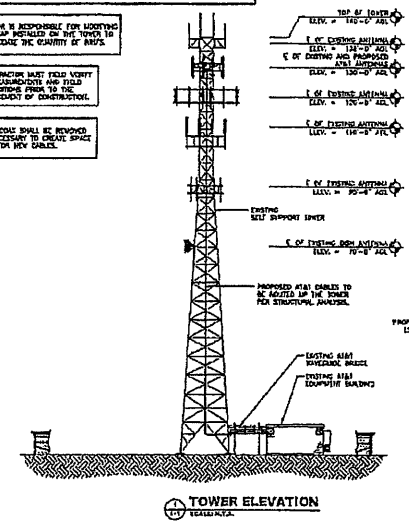
# EXHIBIT B

- NOTES:**
1. A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT-OR EMPLOYEE OF THE EXISTING STRUCTURE DESIGNER. THE ANALYSIS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
  2. IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AN OR HOURS DRIVE, THE SITE IS TO BE CLOSED 24 HOURS PRIOR TO CONSTRUCTION VIA SIGNAGE.
  3. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EMPLOYED BY THE ASSISTANT AND ERECTION OF RADIO ANTENNA TRANSMISSION TOWERS, AND SUPPORT STRUCTURES. ANTENNA MOUNTS TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATIONS.
  4. ANTENNA AND MOUNT BROWN MUST COMPLY WITH DA-332-6 AND ALL LOCAL CODES.
  5. CONSTRUCTION TO MAINTAIN THE PROPER EDGE JAMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.

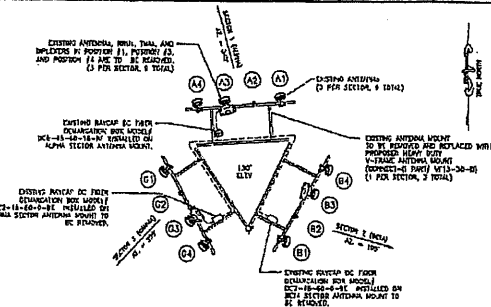
CONTRACTOR IS RESPONSIBLE FOR HOISTING THE MOUNTS INSTALLED ON THE TOWER IN ACCORDANCE WITH THE SAFETY OF WORK.

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

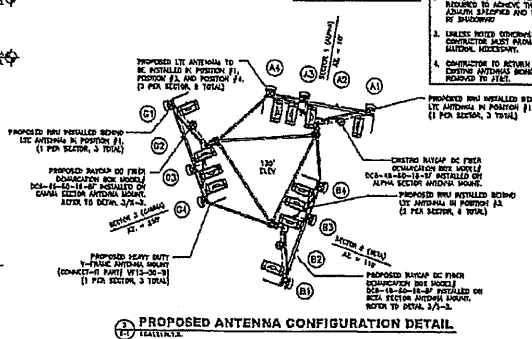
UNUSED CABLE SHALL BE REMOVED WHERE NECESSARY TO CREATE SPACE FOR NEW CABLES.



**TOWER ELEVATION**  
SCALE: 1/4" = 1'-0"



**EXISTING ANTENNA CONFIGURATION DETAIL**  
SCALE: 1/4" = 1'-0"



**PROPOSED ANTENNA CONFIGURATION DETAIL**  
SCALE: 1/4" = 1'-0"

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DATE: 08/11/2008  
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 CHECKED BY: [Signature]

**at&t**  
 2001 HWY 64th ST  
 SUITE 100, FLOOR 1  
 FT. LAUDERDALE, FL 33309

**MasTec**  
 Network Solutions  
 8100 BROWNS ROAD  
 SUITE 2  
 BOCA RATON, FL 33487

**GOFF**  
 CONSULTING ENGINEERS  
 2105 S.W. 11th Avenue  
 MIAMI, FL 33135  
 (305) 851-2200  
 FAX (305) 851-7778

**NOT FOR CONSTRUCTION**

DRAWN BY: [Signature]  
 PROJECT: [Signature]

**FHXK**  
 100 230523  
 11911 600 DODD ROAD  
 MIAMI, FL 33156  
 PER REVISION  
 TOWER ELEVATION  
 AND ANTENNA  
 CONFIGURATION  
 SHEET NAME  
 S-1

**Exhibit D**

**MEMORANDUM OF AGREEMENT**

**Prepared by:**

*Black Dot Wireless  
27271 Las Ramblas - Suite 300  
Mission Viejo, CA 92691*

**Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: FHJX, Cell Site Name: FHJX (FL)  
FA No.: 10023646  
1025 Lenox Park Blvd, NE  
3<sup>rd</sup> Floor  
Atlanta, GA 30324

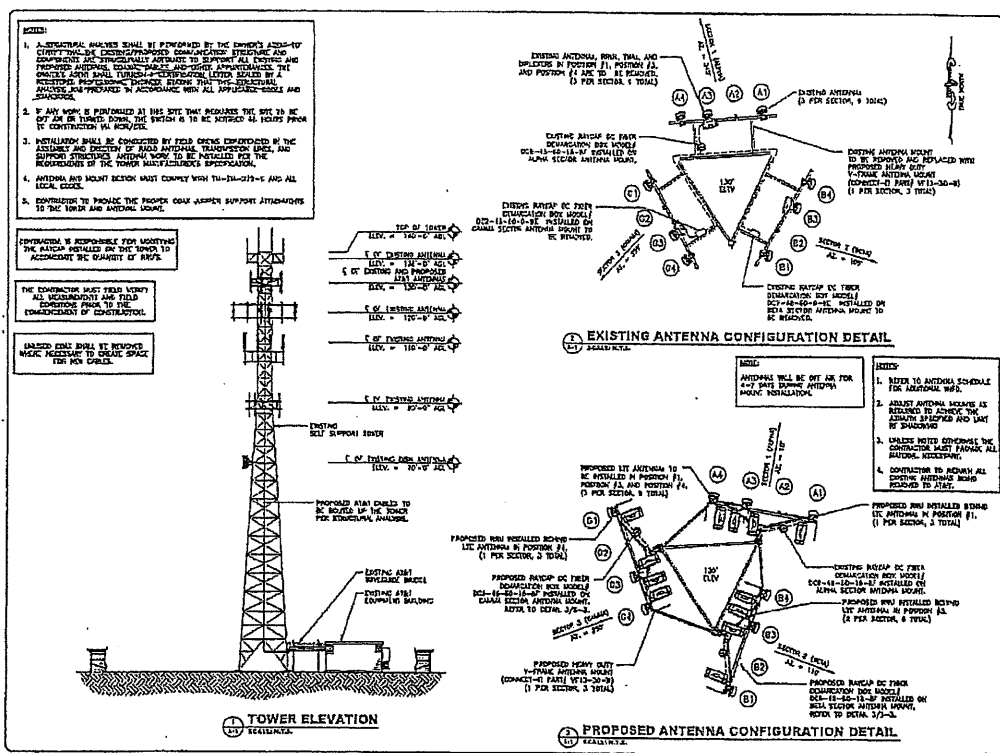
Re: Cell Site # FHJX; Cell Site Name: FHJX  
Fixed Asset Number:10023646  
State: Florida  
County: Dade

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between City of Coral Gables, a municipal corporation, having a mailing address at 405 Biltmore Way, Coral Gables, FL 33134 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement dated March 25, 1993, as amended by certain First Amendment to Lease Agreement dated August 21, 2012, Second Amendment to Lease Agreement dated November 30, 2016, and as amended by that certain Third Amendment and Extension to Lease Agreement dated \_\_\_\_\_, 2019 (hereinafter, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Miami, County of Dade, commonly known as 11911 Old Cutler Road. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement commenced on April 22, 1993. The new extension term is five (5) years and commenced on April 22, 2018, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

EXHIBIT 1



REV	DATE	DESCRIPTION
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**at&t**  
 3001 HWY 64TH ST  
 SUITE 100, FORT WORTH, TX 76109

**MastTec**  
 Network Solutions  
 8100 BROWNE ROAD PARKWAY  
 SUITE 5  
 BOCA RATON, FL 33487

**NOT FOR CONSTRUCTION**

DRAWN BY: [Name]  
 PROJECT NO.: [Number]

**FLUX**  
 13111 OLD CLEVELAND ROAD  
 FORT WORTH, TX 76135

TOWER ELEVATION AND ANTENNA CONFIGURATION

SHEET NO. S-1