

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

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“Fourth 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 (“**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 Fourth Amendment as if they were more fully set forth herein.
- B. **Landlord’s Consent.** Pursuant to Section 2.2 of the Agreement, 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-1** attached hereto, and only as depicted therein. Landlord’s consent herein is subject to Tenant obtaining all Government Approvals at its cost. **Exhibit B-1** hereby replaces Exhibit B referenced in Sections 1.2 and 2.1 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 Fourth Amendment. It is acknowledged that Tenant submitted a deposit for two-thousand five hundred dollars (\$2,500) toward such cost recovery. Landlord may assess Tenant an additional cost recovery deposit prior to its consideration of this Fourth Amendment. Reimbursement of any additional amounts invoiced Landlord for cost recovery shall be made by Tenant prior to Landlord’s execution of this Amendment.

- D. Non-Interference.** Tenant warrants that its use of equipment shown on Exhibit B-1 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-1 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 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 Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth 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 Fourth Amendment.
- G. Counterparts.** This Fourth 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 Fourth 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: 4/23/2020

WITNESSES:

By: _____
Name: Amy M. Meek
By: Margaret R. Mealy
Name: Margaret R. Mealy

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]

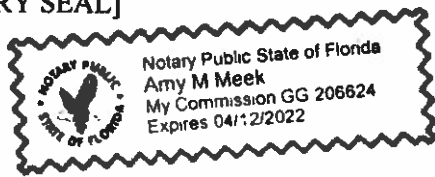
Notary Public Signature
Print Notary Name: _____
My commission expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 23rd day of April, 2020, by John Hayes, as Area Manager of Avaya Wireless PCS LLC, 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-1

See attached exhibit comprised of 2 pages, dated 3/4/2020 prepared by Dewberry Engineering.

#39643315 v1

ANTENNA & COAX SCHEDULE DETAIL

SECTOR	AZIMUTH	ELEVATION	ANTENNA TYPE	ANTENNA MODEL	ANTENNA HGT (FT)	ANTENNA DIA (IN)	ANTENNA WGT (LBS)	CABLES			CABLE DIA (IN)	CABLE WGT (LBS)	CABLE TYPE	CABLE QTY	CABLE PART NO.	CABLE DESCRIPTION
								TYPE	SIZE	QTY						
ALPHA 101	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	3 RED	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
ALPHA 102	132.0	10.0	HORN	SMTN-11000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	3 RED	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
ALPHA 103	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	4 RED	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
BETA 001	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	3 BLUE	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
BETA 002	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	3 BLUE	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
BETA 003	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	4 BLUE	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
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								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					
GAMMA 001	132.0	10.0	HORN	SMTN-12000	100	12	100	ROSENBERG FIBER JUMPER (DC TO RW)	3/8"	2	15'	1 GREEN	RWB-4470 014	1	RWB-4470 014	ROSENBERG FIBER JUMPER (DC TO RW)
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
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								ROSENBERG SINGLE PAIR DC CABLES (DC TO RW)	3/8"	2	15'					
								1/2" COAX JUMPER (RW TO ANTENNA)	1/2"	4	10'					

BILL OF MATERIALS

DC/FIBER DEMARCATION BOX						
RELATING FROM	MODEL	QTY	SIZE	QTY	LENGTH PER LINE	
101-103	RWB-4470-014	1	ROSENBERG 1/8" PIG TAIL TRIPLE ROSENBERG 1/8" PIG TAIL TRIPLE (3) 2E AND THREE COPPER CONDUCTORS	3/8"	15'	15'-0"
				1/2"	4'	16'-0"

DC/FIBER DEMARCATION



8601 W SEABREE BLVD
PLANTATION, FL 33322



1807 ANNAPOLIS EXCHANGE PARKWAY
SUITE 300
ANNAPOLIS, MD 21401

FHX
FA NO.: 10023648

CONSTRUCTION DRAWINGS

2 (03/01/20) FOR CONSTRUCTION
1 (08/13/18) FOR CONSTRUCTION
0 (04/22/19) FOR CONSTRUCTION



Dewberry Engineers Inc.
INCORPORATED IN FLORIDA
31548
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 12100

DESIGN BY: JGP
CHECKED BY: JGP
DRAWN BY: JGP
PROJECT NUMBER: 0000011
JOB NUMBER: 0000167
SHEET NUMBER: 0000011

1911 OLD CUTLER ROAD
MIAMI, FL 33156

SHEET TITLE: ANTENNA & CABLE SCHEDULE

SHEET NUMBER: C-3

