

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2008-126 (As Amended)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TEN (10) YEAR LEASE AGREEMENT, PLUS THREE ADDITIONAL FIVE (5) YEAR OPTIONS WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS FOR A PORTION OF THE TOWER AT THE 118' LEVEL, GROUND SPACE FOR CONDENSING UNITS, CABLING SPACE, AND APPROXIMATELY 257.25 FEET (24'6" x 10'6") OF BUILDING SPACE AT THE FIRE STATION LOCATED AT 11911 OLD CUTLER ROAD FOR \$40,000.00 THE FIRST YEAR WITH AN ANNUAL RENTAL INCREASE BASED UPON THE CONSUMER PRICE INDEX FOR THE THREE MONTHS PRECEDING EACH SUCCEEDING YEAR.

WHEREAS, the City of Coral Gables owns the property located at 11911 Old Cutler Road; and

WHEREAS, the property located at 11911 Old Cutler Road contains a fire station building and an antenna tower; and

WHEREAS, the City wishes to lease space on the property, space within the building, and space on the tower for the construction, operation, and maintenance of a communications facility; and

WHEREAS, the City Administration and Verizon Wireless have agreed on appropriate business terms and other conditions;

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. That the City Manager is hereby authorized to execute a ten (10) year lease agreement, plus three additional five (5) year options with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless for a portion of the tower at the 118' level, ground space for condensing units, cabling space, and approximately 257.25 feet (24'6" X 10'6") of building space at the Fire Station located at 11911 Old Cutler Road for \$40,000.00 the first year and annual rental increases based upon the Consumer Price Index for the three months immediately preceding each succeeding year.

SECTION 3. That the lease agreement shall by reference be made a part of this resolution.

SECTION 4. That this resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIXTH DAY OF AUGUST A.D., 2008.

(Moved: Kerdyk / Seconded: Withers)

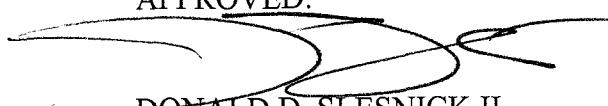
(Yea: Kerdyk, Withers, Cabrera, Slesnick)

(Absent: Anderson)

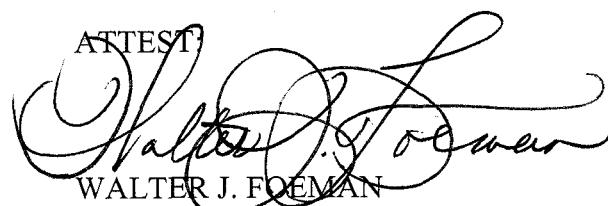
(Majority (4-0) Vote)

(Agenda Item: H-2)

APPROVED:


DONALD D. SLESNICK II
MAYOR

ATTEST


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

LEASE AGREEMENT

This is a Lease Agreement (the "Agreement") made between the City of Coral Gables, a Florida municipal corporation, (the "Lessor" or "City") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee"), in which the Lessor leases to the Lessee the "Site" described below which is part of that certain real property owned by Lessor (the "Property") more fully described in Exhibit A:

RECITALS:

The Lessor is the owner of the Property legally described in the attached Exhibit "A." The Property contains a fire station building (the "Building") and an antenna tower (the "Tower"). Lessee wishes to lease space on the Property, space within the Building, and space on the Tower for the construction, operation and maintenance of a communications facility.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the Lessor and Lessee agree as follows:

1. Leased Premises. The Lessor hereby leases to the Lessee the following:

1.1 That portion of the Tower at the 118' level as shown on the attached Exhibit "B" (the "Tower Space"). Lessee agrees, as a condition to granting this lease, to provide to Lessor a structural analysis report demonstrating that the existing Tower can accommodate all existing use and Lessee's proposed use. Existing use includes the Lessor's present use, and the present use of other presently co-located wireless carriers as of the effective date of this Agreement. The parties agree that the Lessor reserves specific space on the Tower between 80' and 96' for future City use; thus this specific space may not be occupied by Lessee or other third parties without the prior written consent of Lessor;

1.2 That portion of the Property as shown on the attached Exhibit "C" (the "Ground Space"), consisting of ground space upon which Lessee will place its condensing units;

1.3 That portion of the Building as shown on the attached Exhibit "C" (the "Building Space"), consisting of approximately 257.25 square feet (24'6" x 10'6") within which space Lessee will install, operate and maintain its equipment; and

1.4 Other locations throughout the Property, the Tower, the Building and the Ground Space necessary and appropriate for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the Tower Space, Building Space and Ground Space, including for the connection of antenna equipment on the Tower Space to the Building Space, and for connection to all necessary electrical and telephone utility sources located within the Building or on the Property (collectively, the

"Cabling Space"). The Tower Space, Building Space, Ground Space and Cabling Space described in this Section shall be collectively referred to as the "Site" or the "Premises."

2. Lessee's Access Rights to the Premises. The Lessor hereby grants the Lessee a non-exclusive right of ingress and egress to and from the nearest public right-of-way to the Premises, including parking areas, seven days a week, 24 hours a day for the use outlined in Section 3 of this Agreement. To the extent that any equipment or facilities are located within the Building itself, or the Lessee seeks access to the Tower Space, the Lessee shall be required to provide Lessor with reasonable prior notice and obtain consent from the Lessor regarding the schedule for any such work to be performed within the Building and/or the Tower Space during the term of the Agreement. The Lessor agrees to grant access no later than 24 hours after the request is made. In the event of a loss of service or other emergency, Lessor shall make its best efforts to grant access within 4 hours of receiving a request for access.

3. Use. The Premises will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, adding to, maintaining and operating, at its expense, a communications facility ("Facility") including, without limitation, antenna and communications equipment, cable wiring, conduits, utilities, back-up power sources, related fixtures and appurtenances, all in accordance with Lessor's applicable ordinances (the "Equipment"). The Facility and Equipment shall be used to operate a communication system (the "Intended Use").

Prior to installing of any Equipment on the Premises, the Lessee shall submit plans and specifications for the Facility to the appropriate municipal authority to obtain the necessary permits and approvals for such construction or installation. No construction or installation shall be commenced until all necessary and applicable governmental approvals and permits have been properly given and issued. Lessee shall also provide, at the time of seeking municipal approval from the appropriate entities, a courtesy copy of its submitted plans and specifications for the Facility to the City Manager's Office. Submission of such plans to the Office of City Manager does not constitute approval that is otherwise required by the Code of the City of Coral Gables, which as noted such governmental approvals and permits are to be separately applied for by Lessee.

4. Term. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date ("Commencement Date") that is the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, in no event shall the Commencement Date be later than the first (1st) day of the month following the date which is 120 days after the date both parties have executed this Agreement.

5. Option to Extend Lease Term. Lessee shall have the option to extend this Agreement for three (3) additional five (5) year terms (each, a "Renewal Term"), and such extension shall automatically occur unless the Lessee gives the Lessor written notice of its

intention not to extend this Agreement at least six (6) months prior to the end of the then current term.

If at the end of the third (3rd) Renewal Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to one hundred and three percent (103%) of the annual rental payable with respect to the immediately preceding one (1) year term.

6. Rent. **(a)** The annual rent for the first year of this Agreement shall be Forty Thousand Dollars (\$40,000.00). Commencing on the first annual anniversary of the Commencement Date, and on each annual anniversary thereafter, annual rent will be the annual rent in effect for the immediately preceding lease year increased by three percent (3%). Notwithstanding anything to the contrary in this Agreement, throughout the term of this Agreement, annual rent shall be paid by Lessee to the Lessor in equal monthly installments. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. Upon agreement of the parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request.

(b) Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the term of this Agreement and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Paragraph 31. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein.

(c) Lessee shall pay to Lessor a capital contribution in the amount of Twenty-One Thousand Six Hundred Eighty Nine and No/100 Dollars (\$21,689.00). Lessee shall remit such payment simultaneously with the first monthly installment of the rent due and payable hereunder.

7. Governmental Approvals.

7.1 The Lessee at its sole cost and expense shall be responsible for obtaining all of the necessary governmental approvals required for the Intended Use. These approvals include, but are not limited to, building permits, Federal Aviation Administration ("FAA"), Federal Communications Commission ("FCC"), and Miami-Dade County Aviation approvals, or other approvals that may be required by any Federal, State or local authorities (collectively, the "Governmental Approvals").

7.2 The Lessor shall reasonably cooperate with the Lessee in its efforts to obtain the Governmental Approvals, at no cost to Lessor.

7.3 It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining after the execution of this Agreement all Governmental Approvals, as well as a satisfactory structural analysis of the Building and Tower.

7.4 If at any time during this Agreement (i) any of the Governmental Approvals are either rejected, terminated, expired, lapsed, withdrawn, or canceled, or (ii) if radio frequency tests conducted by the Lessee are found to be unsatisfactory, so that the Lessee at the Lessee's sole discretion is unable to use any or all of the Premises for the Intended Use, or (iii) Lessee determines that any structural analysis is unsatisfactory, the Lessee shall have the right to terminate this Agreement. Notice of the Lessee's right to terminate this Agreement as provided for in this Section shall be given to the Lessor in writing by certified mail, return receipt requested, and shall be effective upon mailing of such notice to the Lessor. All rentals paid to said termination date shall be retained by the Lessor. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of rent to each other. Notwithstanding anything to the contrary in this Agreement, Lessor will refund and return to Lessee any and all prepaid rent if Lessee terminates this Agreement after the Commencement Date due to the rejection, denial or other failure to obtain any Governmental Approvals necessary for the installation of Lessee's Facility and/or the Intended Use of the Premises.

8. Title and Quiet Possession. The Lessor represents and agrees that it is the fee simple owner of the Property; that it has obtained all approvals necessary to enter into and perform this Agreement; that the person signing this Agreement on behalf of the Lessor has been so authorized by the City to sign this Agreement; that Lessee is entitled to access to the Premises, in accordance with this Agreement, and to the quiet possession of the Premises during the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and that Lessor shall not have unsupervised access to the Equipment located within Lessee's Premises.

Lessee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

9. Interference.

Notwithstanding anything to the contrary in this Agreement, Lessee acknowledges and agrees that Lessor reserves the right to place communications equipment on the Tower, in addition to the space (i.e. between 80' and 96') already reserved in paragraph 1.1 herein, necessary to operate Lessor's Fire, Police, Community Service and Public Works/Utilities communications services (hereinafter said equipment is referred to as "Lessor's Public Safety Equipment"). Lessor agrees that after Lessee has installed its equipment pursuant to plans approved as required hereunder and applicable permits issued by all applicable governmental authorities, Lessee shall not be required to relocate its equipment to accommodate the installation of Lessor's Public Safety Equipment outside the reserved height between 80' and 96', unless the Lessor determines that the relocation of Lessee's equipment is the only means necessary for the proper operation of Lessor's Public Safety Equipment and in such event Lessee shall be given at least six (6) months prior written notice. In addition, Lessee acknowledges and agrees that if the operation of its equipment measurably interferes with the operation of Lessor's Public Safety Equipment irrespective of where the Lessor has equipment located on the Tower or when Lessor's equipment is located on the Tower, then it will be Lessee's responsibility to cure such interference at its sole cost and expense after notice of such interference from Lessor. In the event Lessee is unable to cure such interference within a period of thirty (30) days, or in the event Lessee is required to relocate its equipment but is unable to find satisfactory replacement space on the Tower (as determined in Lessee's sole discretion), or in the event Lessee determines in its sole discretion that the cost to cure the interference is too expensive, then, in any event, Lessee shall be entitled to terminate this Agreement and Lessor shall refund all pre-paid rent, if any. Lessee understands and agrees that the continuity and operation of Lessor's Public Safety Equipment is of paramount importance to Lessor. Lessee shall at all times exercise the highest standard of care and judgment to prevent damage to or interference with Lessor's Public Safety Equipment.

Lessee agrees to have installed radio equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of other tenants which equipment is located on the Tower as of the effective date of this Agreement. With the exception of Lessor's Public Safety Equipment, Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee.

The parties agree, within 48 hours after receipt of written notice from the other party, to take all commercially reasonable steps necessary to resolve, at the sole cost and expense of the party causing the interference, any interference arising out of a violation of the provisions of this Section 9. In the event the party causing the interference is unable to resolve the interference within said 48 hours, such party agrees to turn off its communications equipment or portion thereof (or in the case of a co-located third party whose equipment is interfering with Lessee's equipment, Lessor agrees to cause said third party to turn off its communications equipment or portion thereof) causing said interference until such time as the interference is eliminated; provided, however, the Lessee, Lessor or the affected third party, as applicable, shall have the right to briefly turn on its communications equipment for testing purposes.

Lessor and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Section 9 and therefore, either party hereto shall have the right to equitable remedies, such as, without limitation, the right to injunctive relief and the right to specifically enforce the provisions of this Section 9 in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Lessor does hereby reserve any and all rights under applicable Federal, State, and/or local law regarding interference from Lessee's Equipment.

10. Alterations or Modifications to the Space. The Lessee shall have the right to make alterations and/or modifications to the Premises with the prior consent of the Lessor (which consent shall not be unreasonably withheld, delayed or conditioned). Lessor may withhold its consent to any proposed alteration or modification to the Tower, Building Space or Ground Space that has not been approved in a previously issued building permit; provided, however, that Lessee may modify, alter, replace or add to its Equipment in the Building Space or on the Ground Space without Lessor's consent so long as any such modifications, alterations, replacements or additions do not increase the dimensions of the Building Space or Ground Space or extend beyond the boundaries of the Building Space or Ground Space; and further provided that Lessee must satisfy any governmental landscaping, fencing or other site plan or permit requirements. Any alterations and/or modifications as provided for in this section shall be performed in a workmanlike manner and shall not result in the placement of any mechanics' laborers' or materialmen's lien against the Property, nor shall such alterations or improvements compromise the structural integrity of any structure within the Premises. Provided Lessee complies with its interference obligations set forth in Section 9, above, and all applicable laws, there shall be no limitation or restriction of any kind hereunder with respect to the frequencies over which Lessee's Equipment operates.

11. Termination of Agreement. Lessee may terminate this Agreement at any time upon sixty (60) days prior written notice to Lessor, if Lessee does not obtain all approvals or any easements required from any third party to operate the Facility, or Lessee determines that the Site is no longer technically compatible for its Intended Use. Upon such termination, all prepaid rent will be retained by Lessor unless such termination is (i) due to Lessor's failure of proper ownership or authority, (ii) a result of Lessor's default, or (iii) as described in Section 7.3, above, due to Lessee's inability to obtain any Governmental Approval necessary for the installation of Lessee's Facility and/or the Intended Use of the Premises.

12. Utilities.

12.1 Lessor shall deliver the Premises to Lessee on the Commencement Date, in a condition ready for Lessee's construction of its improvements and clean and free of debris. The Lessor shall, at all times during the term of this Agreement, provide electrical service and telephone service access within the Premises. Lessee shall be responsible for payment of all utilities required by the Lessee for its Intended Use. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter at the Premises, at Lessee's sole cost and expense, for the measurement of electrical power used by Lessee's Facility. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's Facility. In the event such sub-meter is installed, Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then Lessee shall pay Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. All invoices for power consumption shall be sent by Lessor to Lessee at 777 Yamato Road, Suite 600, Boca Raton Florida 33431.

12.2 The Lessor hereby agrees that in the event Lessor is unable to provide sufficient electrical service and telephone service access within the Premises to support the Lessee's Intended Use, then the Lessee, at the Lessee's sole cost and expense, may provide and install its own independent power supply with sufficient capacity to permit the Lessee's Intended Use. Accordingly, Lessor grants to Lessee the non-exclusive right to install, maintain, replace and repair wires, cables, conduits and pipes over, under and along the Property from the nearest public right-of-way to the Premises. In the event Lessee is obtaining utilities from the Building and there are not sufficient electric and telephone utility sources located within the Building, Lessor agrees to grant Lessee or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for Lessee to operate its Facility, provided the location of such utilities shall be as reasonably designated by Lessor. All of the foregoing shall be accomplished with the least interruption to Lessor's operations on the Property as reasonably possible.

12.3 Lessee shall be permitted at any time during the term of this Agreement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Lessor shall have the final approval right over the location of the aforementioned temporary power source and conduits, as long as Lessor's approved location is sufficient to allow Lessee to effectively operate the temporary power source as set forth herein.

12.4 The Lessee may install, at its sole cost and expense, supplementary air

conditioning equipment in order to provide air conditioning on a twenty-four (24) hour a day, seven (7) days a week basis to its base station. To the extent any additional Ground Space or space on top of the Building is needed to accommodate supplemental components of the air conditioning, the Lessee shall be required to obtain Lessor's prior written consent for such additional space. Lessor is under no obligation to agree, and may withhold consent, to any additional ground space or additional space within the actual Building.

13. Insurance. (a) Each party will procure and maintain commercial general liability insurance with liability limits of not less than \$2,000,000 combined single limit for injury to or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence, with a certificate of insurance to be furnished to the other party naming the other party as an additional insured under such liability policy within thirty (30) days of written request.

(b) The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other party.

14. Indemnification and Limitation of Liability. (a) Subject to Paragraph 13(b) above and to the extent permitted by law, each party shall indemnify and hold the other party, its officials, employees, contractors and agents harmless against and from any and all costs (including reasonable attorneys' fees) and claims of liability or loss from personal injury or property damage which arise out of the negligence or willful misconduct of the indemnifying party, its officials, employees, contractors and agents; provided, however, this indemnity does not apply to the extent of any claims arising from or caused by the negligence or willful misconduct of the non-indemnifying party, its officials, employees, contractors or agents. The indemnity obligations under this Paragraph will survive termination of this Agreement.

(b) Except for indemnification pursuant paragraphs 14(a) and 21, to the extent permitted by law, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. No Waiver of Police Power. Lessor cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Site, any

improvements thereon, or any operations at the Site. Nothing in this Agreement shall be deemed to create an affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers 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. In addition, nothing herein shall be considered zoning by contract.

16. Removal at End of Term. Within ninety (90) days after the termination or expiration of this Agreement, Lessee shall remove its Equipment and Facility and will restore the Premises to substantially the condition, existing on the Commencement Date, except for ordinary wear and tear and casualty damage. Lessor agrees and acknowledges that all of the Equipment, fixtures and personal property of Lessee shall remain the personal property of the Lessee and Lessee shall have the right to remove the same whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Property after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate until such time as the removal of the Equipment, fixtures and all personal property are completed, up to a period not to exceed an additional ninety (90) days. In the event Lessee does not remove such items within said ninety (90) day period, Lessor will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within fifteen (15) days after receipt of said notice, then the Equipment, fixtures and/or personal property remaining on the Property may be removed and stored by Lessor, at Lessee's sole cost and expense. Lessor expressly waives all rights of levy, distress or execution with respect to Lessee's property, including without limitation any statutory or common law security interest or landlord's lien for rent.

17. Maintenance. Lessee, at its sole cost and expense, will be responsible for repairing and maintaining the Facility and any other improvements installed by Lessee on the Property in a proper operating and reasonably safe condition. Lessor will maintain and repair all other portions of the Property (including the Building and the Tower) in a proper operating and reasonably safe condition. Excluding repairs for any damage covered by Section 13(b) above, if any repair or maintenance of the Property is required due to the acts or omissions of Lessee, its agents or employees, Lessee shall make such repairs within a commercially reasonable time following receipt of written notice from Lessor of the need for such repairs. In the event Lessee fails to make such repairs, Lessor may make the repairs and Lessee shall reimburse Lessor, within thirty (30) days after written demand by Lessor, the reasonable costs incurred by Lessor to restore the damaged areas to the condition which existed immediately prior thereto. Lessee agrees to reasonably cooperate with Lessor in the event Lessor needs to make repairs to the Tower which would require temporary removal of Lessee's Equipment, subject to the following conditions: (i) Lessor shall provide at least thirty (30) days prior written notice to Lessee of the need to make any such repairs; however, if the Lessor believes that it is unable to give 30 days notice because of events beyond Lessor's control, or because Lessor is required to meet regulatory requirements or necessitated by public safety consideration, then Lessor agrees to give Lessee notice as soon as reasonably practical under the circumstances; (ii) Lessee, or its contractors, at Lessee's sole cost and expense, shall temporarily remove and relocate any Equipment as may be necessary to accommodate the repairs by Lessor, to a location specified by

Lessor in the notice (or other location as reasonably agreed to by the parties); and (iii) in the event Lessee's communications equipment located on the Tower or on the ground must be temporarily relocated, Lessee may use a temporary transmission site or cell on wheels ("COW") on the Lessor's Property at a location determined by Lessor which location is sufficient to meet Lessee's coverage or engineering needs. Lessor agrees to diligently and in good faith undertake and complete the repairs as expeditiously as possible in order to minimize the period of time that Lessee's Equipment needs to be relocated. Lessee shall be afforded the opportunity, if space is available, and sufficient time, if possible under the circumstances, to install temporary communications equipment in alternative locations on the Tower prior to removing its existing Equipment to ensure that Lessee has continuous coverage, provided that plans for such alternative locations must be submitted in writing and approved in advance by Lessor. Under no circumstances will Lessor or anyone acting on its behalf attempt to move, relocate or remove any Equipment of Lessee, unless Lessee has not commenced the temporary relocation of its Equipment within ten (10) days, including weekends and holidays, of the commencement of the repairs by Lessor as specified in the notice.

18. Assignment. This Agreement may be sold, assigned or transferred at any time to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the Lessor, which such consent will be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Lessee may not sublet its rights under this Agreement without Lessor's prior written consent. No assignment, transfer or sublet shall release Lessee from its obligations hereunder, unless expressly agreed to in writing by Lessor.

19. Condemnation. If the whole of the Site, or such portion thereof as will make the Site unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and Rent shall be accounted for as between Lessor and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder; provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Site for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Site for losses related to its Improvements and Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

20. Casualty. In the event the Building, Equipment and/or Tower shall be destroyed

or so damaged or injured by fire, hurricane or other casualty during the term of this Agreement and any extensions thereof, whereby such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided that the Lessor has not completed the repairs required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Lessor. In the event of such cancellation, the rent shall be paid only to the date of such fire, hurricane or casualty and any pre-paid rent shall be refunded by the Lessor. The cancellation herein mentioned shall be evidenced in writing. If the Agreement is not terminated, then the Lessee shall be entitled to abatement of the rental payment during the time that it takes the Lessor to render the Premises tenantable under this section. In no event shall Lessor be liable for damages or consequential damages to Lessee.

21. Hazardous Substances. Lessor represents, to the best of Lessor's knowledge, without investigation, that there is no substance, chemical or waste (collectively, "Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce, generate, store or use any such Substance on the Site in violation of any applicable law. To the extent permitted by law, each party shall be responsible for, hold harmless and indemnify the other party for any Substances introduced, generated, stored or used at the Site to the extent that such Substances are introduced, generated, stored or used by the indemnifying party.

22. Taxes and Assessments. Lessee shall pay, on or before their respective due dates, to the appropriate collecting authority or to Lessor, as applicable: (i) any portion of real estate taxes, assessments and fees, which are now or may hereafter be levied upon the Property which are directly attributable to installation of the Lessee's Facility and Equipment, or (ii) any personal property taxes levied upon Lessee, or upon any of Lessee's personal property used at the Premises, or (iii) sales taxes upon any rentals or other sums payable hereunder (excluding any income tax, franchise or other similar corporate or partnership tax levied against Lessor), except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located. Lessee shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to ad valorem taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of same by Lessor. Notwithstanding anything herein, Lessee shall have no obligation to make payment of any ad valorem taxes until Lessee has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. Lessee shall have the right, at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. To the extent that such actions are not inconsistent with the Lessor's best interest, Lessor will reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including, but not limited to, executing any consent to appeal or other similar document.

23. Late Fees. Lessee shall pay Lessor a late payment charge equal to five (5%) percent of the payment which is late, for any payment not paid within fifteen (15) calendar days

after receipt of written notice from Lessor of such late payment. Any amounts not paid within said fifteen (15) calendar day period shall also bear interest from the date due until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

24. As-Is. By taking possession of the Premises, Lessee accepts the Premises in the condition existing as of the date of execution of this Agreement. Lessor makes no representation or warranty with respect to the condition of the Ground Space or Tower and Lessor shall not be liable for any latent or patent defect in or on the Ground Space or Tower. Except as otherwise covered by the indemnity set forth in Section 14(a) above, Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of Lessee's Facility and Equipment.

25. Intentionally deleted.

26. Subordination of Agreement. At the Lessor's option, this Agreement shall be subordinate to any mortgage by the Lessor which from time to time may encumber all or part of the Property, provided, however, every such mortgagee shall provide the Lessee with a non-disturbance agreement in a commercially reasonable form and recognize the validity of this Agreement in the event of a foreclosure of the Lessor's interest. Mortgagee shall also recognize the Lessee's right to remain in occupancy of and have access to the Premises as long as the Lessee is not in default of this Agreement beyond any applicable grace or cure period. The Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage, the Lessor shall furnish to the Lessee a commercially reasonable non-disturbance instrument in recordable form for each such mortgage.

27. Sale of Property. Should the Lessor, at any time during the term of this Agreement and any extensions thereof, decide to sell all or part of the Property, such sale shall be under and subject to this Agreement and the Lessee's rights hereunder. Any person or entity acquiring title to the Tower and/or the Property shall recognize the validity of this Agreement, shall assume all of the Lessor's obligations hereunder and shall deliver to the Lessee a non-disturbance agreement. If Lessor elects, during the term of this Agreement to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises being leased by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide final offer within thirty (30) days after written notice thereof from Lessor, Lessor may grant the easement or interest in said portion of the Premises to such third party in accordance with the terms and conditions of such third party offer. To the extent that Lessor grants to a third party by easement or other legal instrument an interest in and to any portion of the Premises leased by Lessee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, Lessor shall not be

released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of this Agreement.

28. Recording; Title Insurance. A memorandum of this Agreement may be recorded in the Public Records of Miami-Dade County, Florida. Lessor represents that it has good, marketable and sufficient title and interest to the Property and the improvements thereon.

The Lessee, at its sole discretion and at its sole cost and expense, may obtain title insurance covering its leasehold interest. The Lessor shall cooperate with the Lessee's efforts to obtain such title insurance by executing documents or, at Lessee's expense, obtaining requested documentation, all as required by the title insurance company. If title is found to be defective, the Lessor shall use diligent effort to cure the defects in title. At the Lessee's option, should the Lessor fail to provide requested documentation within thirty (30) days of the Lessee's request, Lessee may cancel this Agreement or cure the title defect at the Lessor's expense.

29. Default. If either party is in default under this Agreement for a period of (a) twenty (20) days following receipt of written notice from the non-defaulting party with respect to a monetary default; or (b) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default. Neither party hereto may maintain any action or effect any remedies for default against the other party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

30. Intentionally deleted.

31. Notices. All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or if sent overnight via a nationally recognized courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Lessor:

City of Coral Gables – City Manager
405 Biltmore Way
Coral Gables, Florida 33134

Lessee:

Verizon Wireless Personal
Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attn: Network Real Estate

32. Compliance with all Laws. The Lessor represents and warrants that the Premises, Tower, Building and other portions of the Property are in compliance with all laws, ordinances, notices, orders, rules, regulations and requirements, directives, covenants, easements, zoning and land use regulations, restrictions of record, permits, and building codes, of any and all federal, state, or municipal governments or the appropriate departments, commissions, boards and offices thereof, as well as any and all notices, orders, rules and regulations of the National Board of Fire Underwriters or any other applicable fire insurance underwriter or rating bureau exercising similar functions, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") relating to all or part of the Premises and/or Property. During the Term, Lessor shall keep the Property (including the Tower and the Building) in compliance with all applicable Laws (including all rules and regulations enforced by the FCC or FAA with regard to the lighting, marking and painting of towers).

33. Attorneys' Fees. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including fees for the services of paralegals and similar persons, and all such reasonable expenses and costs incurred by the prevailing party through all appellate levels.

34. Radon Gas. 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. This notice is provided pursuant to Section 404.056 of the Florida Statutes.

35. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida without application of conflict of law principles. Any action arising out of this Agreement shall be brought in an appropriate court in Miami-Dade County, Florida.

36. Binding Effect. The terms and conditions of this Agreement apply to and bind the heirs, successors, the heirs, successors, executors, administrators and assigns of the parties to this Agreement and shall inure to the benefit of the parties and their respective heirs, successors, executors, administrators and assigns.

37. No Waiver. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

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

39. Provisions Severable. Every provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be determined by appropriate judicial authority to be illegal, invalid, or unenforceable to any extent, such provision shall, only to such extent, be deemed stricken from this Agreement as if never included. The remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which such provision is held illegal, invalid, or unenforceable, shall not be affected.

40. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

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

42. Entire Agreement. This 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 Agreement.

43. Modification. This Agreement may be changed, amended, or modified only by an agreement in writing signed by both parties.

44. Shared Generator. LESSOR and LESSEE agree and acknowledge that LESSOR plans to purchase, install, operate and maintain a generator on the Property (the "Shared Generator") for the purpose of providing emergency back-up power to: (i) certain portions of LESSOR's Building and/or installations located on the Property, (ii) LESSEE's Facility, and (iii) the communications equipment of other then-present wireless carriers on the Property. It is contemplated that each wireless carrier tying into the Shared Generator will contribute a pro rata share to cover the cost thereof, and LESSOR will not contribute towards the cost of the Shared Generator. In the event that LESSOR moves forward with its plans to obtain the Shared Generator and LESSEE elects to tie into the Shared Generator, the parties agree to negotiate in good faith an amendment to this Agreement in a format reasonably acceptable to both parties describing the respective rights and obligations of each party with respect to the cost, installation, maintenance and use of the Shared Generator.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Witnesses:

Name: _____

Name: _____

Witnesses:

Name: _____

Name: _____

LESSEE:

**Verizon Wireless Personal
Communications LP
d/b/a Verizon Wireless**

By: _____

Name: Hans F. Leutenegger

Title: Area Vice President – Network,
South Area

Date: _____

LESSOR:

**City of Coral Gables,
a Florida municipal corporation**

By: _____

Name: _____

Title: _____

Date: _____

5087378_v8

EXHIBIT A
Description of Lessor's Property

That portion of Tract No. 1, ROBERT H. MONTGOMERY PROPERTY, according to the Plat thereof, as recorded in Plat Book 34, Page 64, of the Public Records of Miami-Dade County, Florida, as described in Warranty Deed recorded in Official Records Book 15488, Page 2196, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B
Depiction of Lessee's Tower Space

See attached one (1) page.

EXHIBIT C
Depiction of Lessee's Building Space and Ground Space

See attached two (2) pages.

Prepared By and Upon Recording, Return to:

**Amy E. Armond, Esq.
Holland & Knight LLP
One East Broward Boulevard
Suite 1300
P.O. Box 14070
Fort Lauderdale, Florida 33301**

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Lessee Site I.D.: Coral Gables Fire Station, No. 68215

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of LEASE AGREEMENT is made this _____ day of _____, 2008, between the City of Coral Gables, a Florida municipal corporation, (the "Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Lease Agreement (the "Agreement") on _____, 2008 for an initial term of ten (10) years, commencing on the date ("Commencement Date") that is the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, in no event shall the Commencement Date be later than the first (1st) day of the month following the date which is 120 days after the date both parties have executed the Agreement. Lessee shall have the option to extend the Agreement for three (3) additional five (5) year terms (each, a "Renewal Term"), and such extension shall automatically occur unless the Lessee gives the Lessor written notice of its intention not to extend the Agreement at least six (6) months prior to the end of the then current term. If at the end of the third (3rd) Renewal Term the Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.
2. Leased Premises. The Lessor hereby leases to the Lessee the following:

2.1 That portion of the Tower at the 118' level as shown on the attached Exhibit "B" (the "Tower Space"). The parties agree that the Lessor reserves specific space on the Tower between 80' and 96' for future City use; thus this specific space may not be occupied by Lessee or other third parties without the prior written consent of Lessor;

2.2 That portion of the Property as shown on the attached Exhibit "C" (the "Ground Space"), consisting of ground space upon which Lessee will place its condensing units;

2.3 That portion of the Building as shown on the attached Exhibit "C" (the "Building Space"), consisting of approximately 257.25 square feet (24'6" x 10'6") within which space Lessee will install, operate and maintain its equipment; and

2.4 Other locations throughout the Property, the Tower, the Building and the Ground Space necessary and appropriate for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the Tower Space, Building Space and Ground Space, including for the connection of antenna equipment on the Tower Space to the Building Space, and for connection to all necessary electrical and telephone utility sources located within the Building or on the Property (collectively, the "Cabling Space"). The Tower Space, Building Space, Ground Space and Cabling Space described in this Section shall be collectively referred to as the "Site" or the "Premises."

3. **Sale of Property.** Should the Lessor, at any time during the term of this Agreement and any extensions thereof, decide to sell all or part of the Property, such sale shall be under and subject to this Agreement and the Lessee's rights hereunder. Any person or entity acquiring title to the Tower and/or the Property shall recognize the validity of this Agreement, shall assume all of the Lessor's obligations hereunder and shall deliver to the Lessee a non-disturbance agreement. If Lessor elects, during the term of this Agreement to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises being leased by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide final offer within thirty (30) days after written notice thereof from Lessor, Lessor may grant the easement or interest in said portion of the Premises to such third party in accordance with the terms and conditions of such third party offer.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Witnesses:

Name: _____

Name: _____

Witnesses:

Name: _____

Name: _____

LESSEE:

**Verizon Wireless Personal
Communications LP
d/b/a Verizon Wireless**

By: _____

Name: Hans F. Leutenegger
Title: Area Vice President – Network,
South Area

Date: _____

LESSOR:

**City of Coral Gables,
a Florida municipal corporation**

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

5454810_v1

STATE OF _____)
COUNTY OF _____)

LESSOR ACKNOWLEDGMENT

I, _____, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of **City of Coral Gables, a Florida municipal corporation**, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of **City of Coral Gables, a Florida municipal corporation**. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 2008.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

LESSEE ACKNOWLEDGMENT

I, _____, do hereby certify that **Hans F. Leutenegger** personally came before me this day and acknowledged that he is the Area Vice President - Network, South Area of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, and that he, as Area Vice President - Network, South Area, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 2008.

Notary Public

My Commission Expires:

EXHIBIT A
Description of Lessor's Property

That portion of Tract No. 1, ROBERT H. MONTGOMERY PROPERTY, according to the Plat thereof, as recorded in Plat Book 34, Page 64, of the Public Records of Miami-Dade County, Florida, as described in Warranty Deed recorded in Official Records Book 15488, Page 2196, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B
Depiction of Lessee's Tower Space

See attached one (1) page.

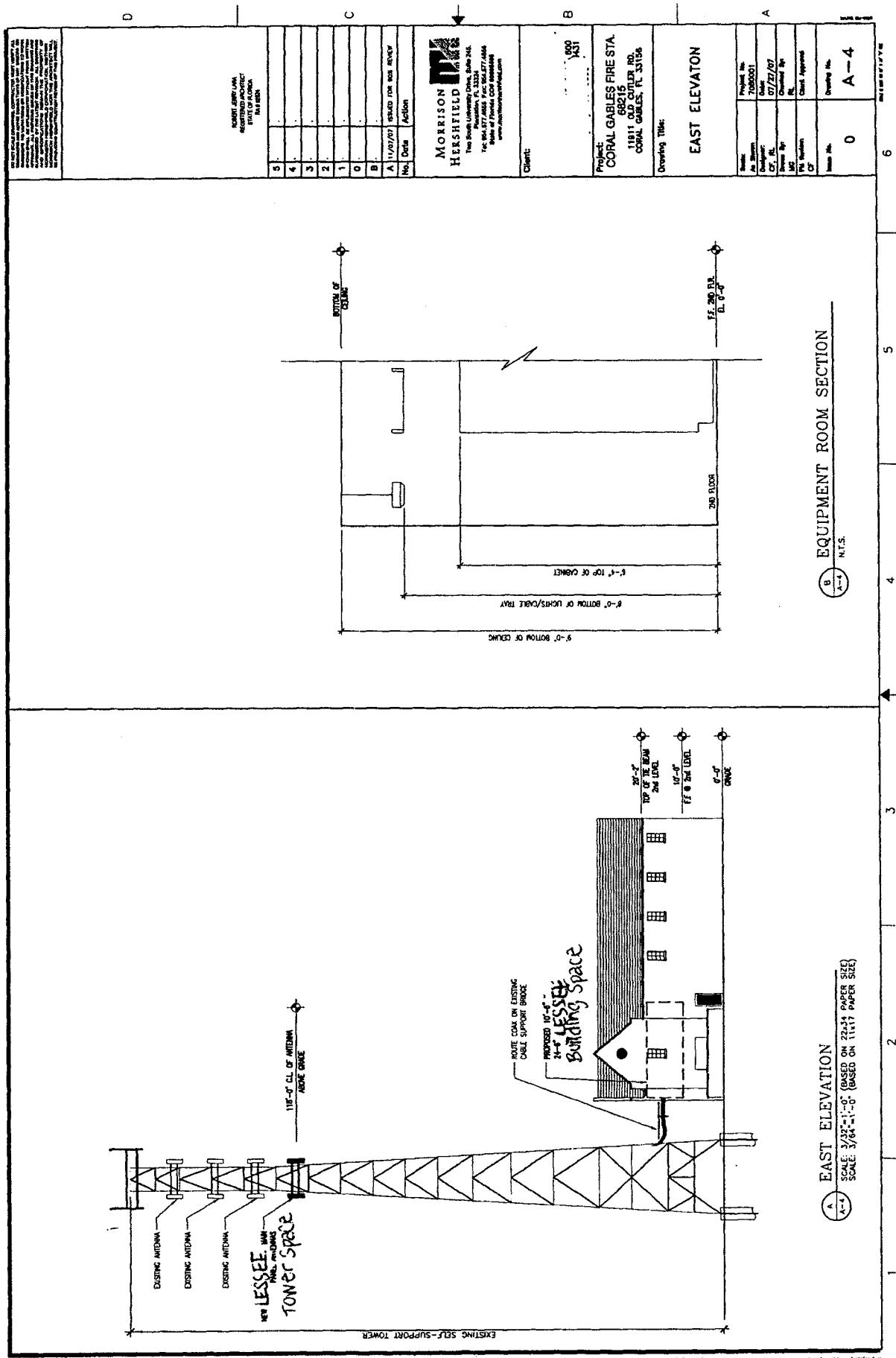
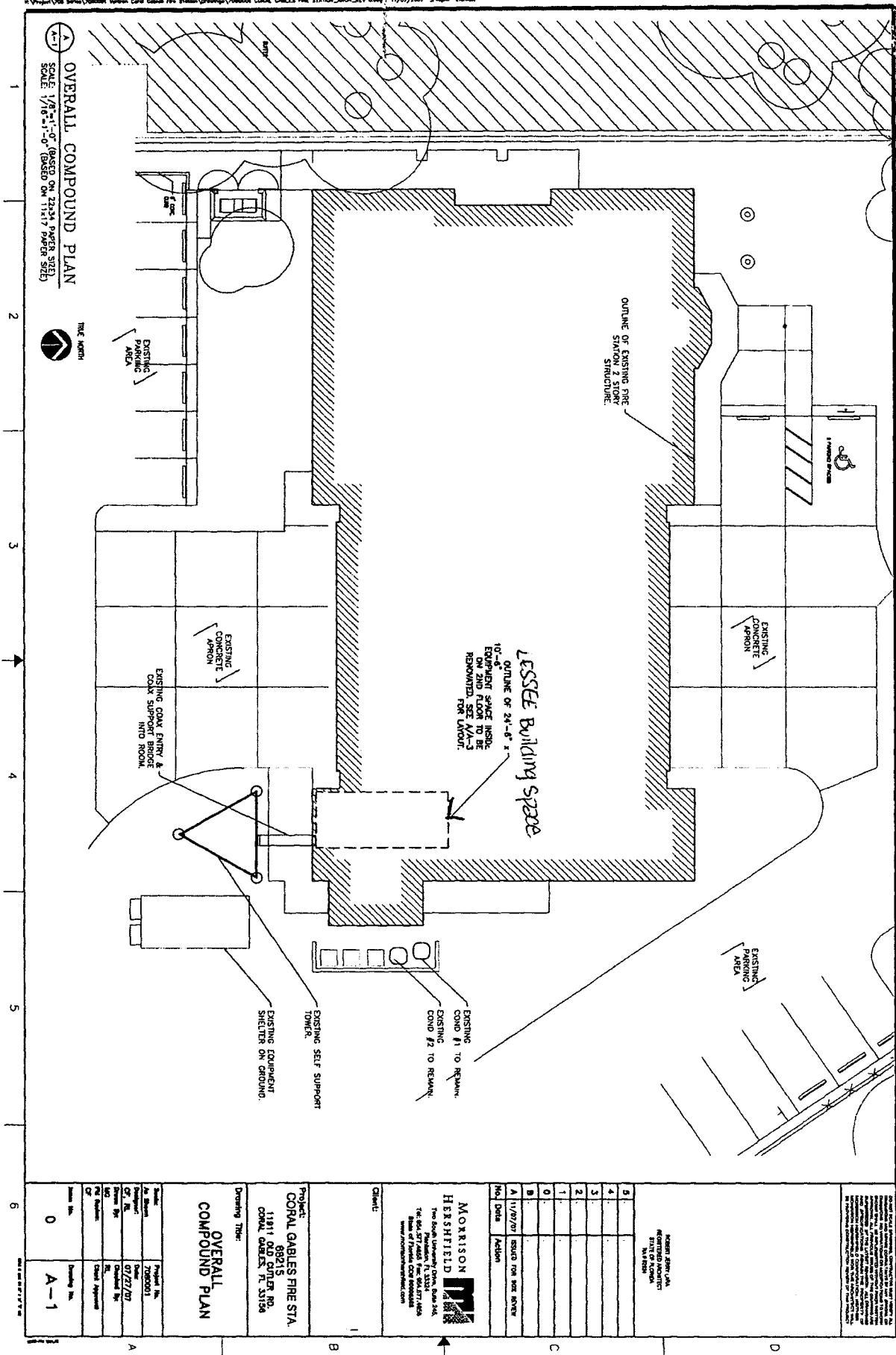
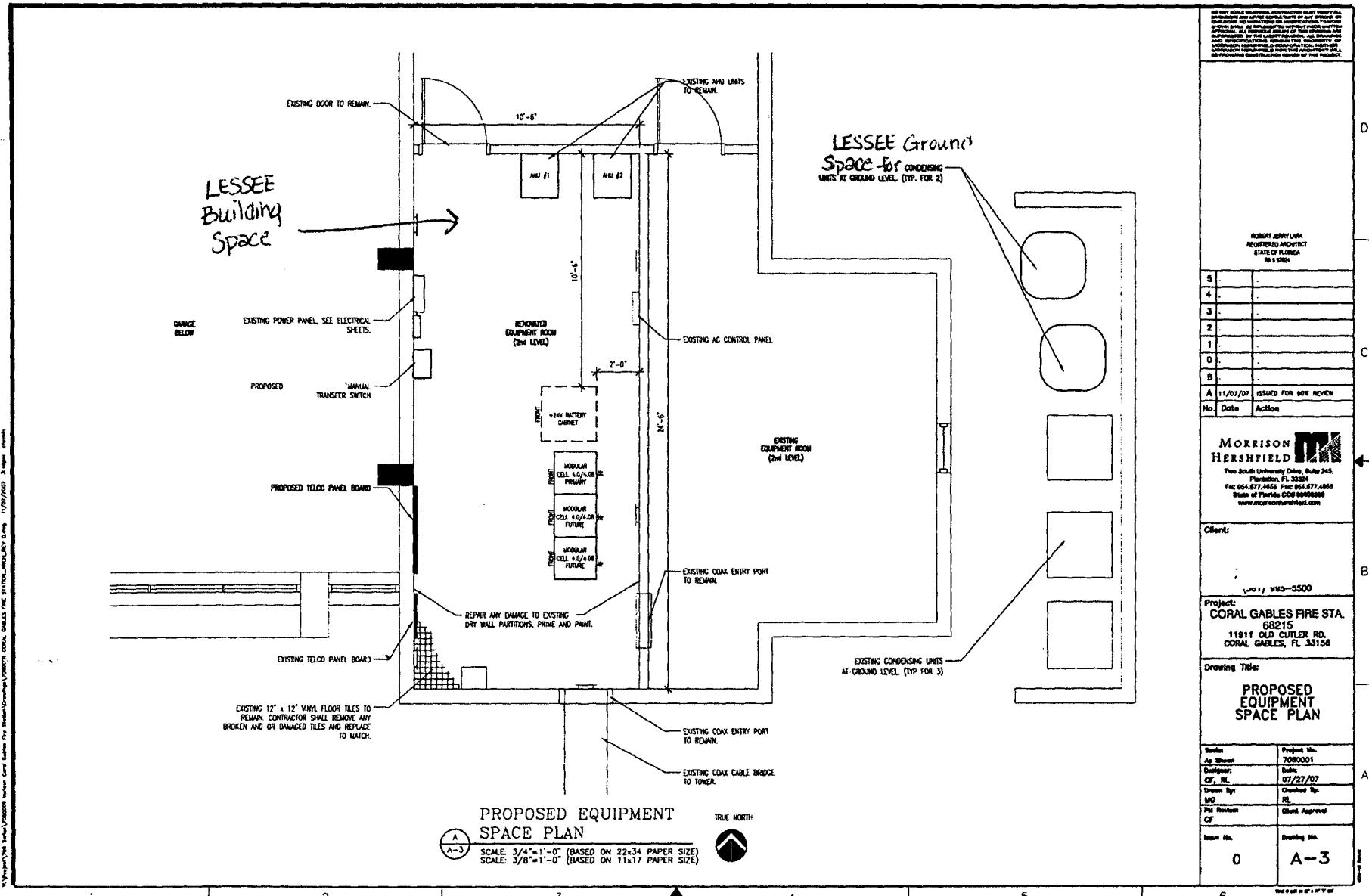


EXHIBIT C
Depiction of Lessee's Building Space and Ground Space

See attached two (2) pages.







August 12, 2008

City of Coral Gables
Gee Chow – Chief Information Officer
405 Biltmore Way
Coral Gables, Florida 33134

**RE: Verizon Wireless 68215 Coral Gables Fire Station – 11911 Old Cutler Road,
Coral Gables, FL 33156 – Shared Used Emergency Generator.**

Dear Gee,

Please be advised that Verizon Wireless and the City of Coral Gables have negotiated a Lease Agreement for the above referenced Fire Station property. The City of Coral Gables is the owner of the Property which contains a fire station building (the "Building") and an antenna tower (the "Tower"). Verizon Wireless wishes to lease space within the Building, and space on the Tower for the construction, operation and maintenance of a telecommunications facility.

Verizon Wireless acknowledges that the City of Coral Gables intends to negotiate an agreement to install, operate and maintain a generator on the Property (the "Shared Generator") for the purpose of providing emergency back-up power to the following:

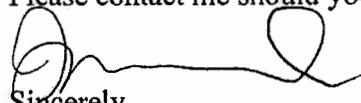
- 1) Certain portions of City of Coral Gables Building and current installations located on the Property.
- 2) Verizon Wireless proposed telecommunications facility.
- 3) The communications equipment of the other wireless carriers currently installed on the Tower and Property.

Verizon Wireless understands that all cost associated with the contemplated Shared Generator will be divided equally among the wireless service providers wishing to electrically connect to the Shared Generator. It is further understood that The City of Coral Gables is not responsible for any costs associated with the Shared Generator. Each wireless provider connecting to the Shared Generator will be responsible for it's pro rata share to cover the cost thereof. For example, if there are a total of four (4) carriers including Verizon on the Tower and Property, then Verizon will pay 1/4 of the cost for the Shared Generator.

In the event that the City of Coral Gables moves forward with its plans to negotiate an agreement to install a Shared Generator and Verizon Wireless and the City of Coral Gables fully execute the negotiated Lease Agreement, then Verizon Wireless will tie into the Shared Generator if all wireless service providers that are installed on the Tower and Building are participating.

The parties agree to negotiate in good faith an amendment to the Lease Agreement in a format reasonably acceptable to both parties describing the respective rights and obligations of each party with respect to the cost, installation, maintenance and use of the Shared Generator.

Please contact me should you have any additional questions or concerns.



Sincerely,

Joe Webel
Verizon Wireless
Director of System Performance
777 Yamato Road, Suite 600
Boca Raton, FL 33431
561 995 5729