

RDA-3. A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE (FERC); FURTHER, APPROVING, IN SUBSTANTIAL FORM, A NEW ROOFTOP LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND CROWN CASTLE FIBER, LLC. (TENANT), FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WIRELESS COMMUNICATION EQUIPMENT AT THE ROOFTOP OF THE ANCHOR SHOPS AND GARAGE (LEASED PREMISES) FOR A TERM OF NINE (9) YEARS AND 364 DAYS, COMMENCING ON OCTOBER 31, 2025 AND EXPIRING ON OCTOBER 29, 2035; FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE THE LEASE AGREEMENT; AND FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE THE FINAL NEGOTIATED LEASE AGREEMENT.

Applicable Area:



COMMISSION MEMORANDUM

TO: Honorable Chair and Board of Directors

FROM: Eric Carpenter, Executive Director

DATE: July 23, 2025 10:02 a.m. Public Hearing

TITLE: A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE (FERC); FURTHER, APPROVING, IN SUBSTANTIAL FORM, A NEW ROOFTOP LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND CROWN CASTLE FIBER, LLC. (TENANT), FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WIRELESS COMMUNICATION EQUIPMENT AT THE ROOFTOP OF THE ANCHOR SHOPS AND GARAGE (LEASED PREMISES) FOR A TERM OF NINE (9) YEARS AND 364 DAYS, COMMENCING ON OCTOBER 31, 2025 AND EXPIRING ON OCTOBER 29, 2035; FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE THE LEASE AGREEMENT; AND FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE THE FINAL NEGOTIATED LEASE AGREEMENT.

RECOMMENDATION

The Administration recommends that the Chair and Board of Directors of the Miami Beach Redevelopment Agency approve the execution of the Rooftop Lease Agreement with Crown Castle Fiber, LLC. for the installation, operation, and maintenance of wireless communication equipment at the Anchor Shops and Garage.

BACKGROUND/HISTORY

The Miami Beach Redevelopment Agency (RDA) owns key properties that support the City's growing demand for enhanced telecommunications infrastructure. Among these, the Anchor Shops and Garage is a strategically located property that serves as an ideal site for expanding wireless communications.

To further this initiative, the RDA has engaged Crown Castle Fiber, LLC. as a tenant under a Rooftop Lease Agreement, attached hereto as **Exhibit B**, at the Anchor Shops and Garage. This agreement facilitates the installation, operation, and maintenance of wireless communication equipment, bolstering network connectivity in the area.

Crown Castle Fiber, LLC. formally submitted a Letter of Renewal Request on February 20, 2025, attached hereto as **Exhibit A**, outlining its intent to invest in the City's wireless infrastructure. The lease aligns with the City's strategic goals of increasing connectivity while ensuring stable and growing revenue streams, containing the below basic terms and conditions of the proposal:

Lessor: Miami Beach Redevelopment Agency (RDA)

Tenant: Crown Castle Fiber, LLC.

Location:	1550 Collins Avenue, Miami Beach, Florida
Leased Premises:	3,630 square feet on the rooftop of the Anchor Shops parking garage.
Lease Duration:	9 years and 364 days starting on October 31, 2025 and expiring on October 29, 2035.
Rent:	\$7,139.74 per month, payable on the 1st of each month.
Rent Escalation:	Increases 3% annually.
Additional Rent:	If the tenant adds more customers to the leased premises, rent increases proportionally.
Security Deposit:	\$24,000. Refundable within 30 days of lease termination, provided the tenant is not in default.
Permitted Use:	Operation, maintenance, and removal of wireless communication equipment. Additionally, non-exclusive access to telephone distribution systems and conduits.
Utilities & Maintenance:	Tenant is responsible for equipment installation, maintenance, and utilities. Lessor is responsible for building maintenance, including the roof.
Access & Entry Tenant:	24/7 access but must notify Lessor if entering outside normal business hours. Lessor may enter for inspections, repairs, or emergencies but must give reasonable notice.
Assignments & Subleases:	Requires Lessor's approval, except for transfers to affiliated companies or successors.
Insurance & Indemnification:	Tenant must maintain general liability, property, and worker's compensation insurance. Both parties waive rights to subrogation claims against each other.
Default & Termination:	<p>The cure Period: 30 days for monetary defaults, 60 days for non-monetary defaults.</p> <p>Termination Rights: Either party can terminate after 36 months with 180 days' notice. Termination is also possible for material breach, condemnation, or destruction of the Leased Premises.</p>
Hazardous Materials:	Tenant cannot store or release hazardous materials and must comply with environmental laws.

As contained in the above terms, the Base Rental Rate is \$1.97 per square foot, with three percent (3%) annual increases. The schedule of Base Rent due over the initial term is illustrated in the following chart:

Square Feet:				3,630
Base Rent:				\$ 7,139.74
Annual Increase:				3%
<u>Year</u>	<u>PSF</u> <u>Base Rent</u>	<u>Monthly</u> <u>Base Rent</u>	<u>Annual</u> <u>Base Rent</u>	
1	\$ 1.97	\$ 7,139.74	\$	85,676.88
2	\$ 2.03	\$ 7,353.93	\$	88,247.19
3	\$ 2.09	\$ 7,574.55	\$	90,894.60
4	\$ 2.15	\$ 7,801.79	\$	93,621.44
5	\$ 2.21	\$ 8,035.84	\$	96,430.08
6	\$ 2.28	\$ 8,276.92	\$	99,322.99
7	\$ 2.35	\$ 8,525.22	\$	102,302.68
8	\$ 2.42	\$ 8,780.98	\$	105,371.76
9	\$ 2.49	\$ 9,044.41	\$	108,532.91
				<u>\$ 870,400.52</u>

ANALYSIS

The proposed Rooftop Lease Agreement is designed to secure a structured revenue stream while supporting the City's digital infrastructure initiatives. The agreement includes a base rent of \$7,139.74 per month, equating to \$85,676.88 annually, with a 3% annual escalation. Over the full lease term, the agreement is projected to generate approximately \$870,400.52 in base rent, excluding potential additional rent from new carrier partnerships.

Additionally, the agreement includes early termination rights, granting flexibility to the City while ensuring the tenant bears all costs related to equipment relocation. This strategic initiative promotes modernized telecommunications infrastructure, enhancing connectivity for businesses, residents, and visitors while maintaining financial sustainability.

FISCAL IMPACT STATEMENT

N/A

Does this Ordinance require a Business Impact Estimate?

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

FINANCIAL INFORMATION

CONCLUSION

The Administration recommends that the Chair and Board of Directors of the Miami Beach Redevelopment Agency (RDA) hereby accept the recommendation of the City's Finance and Economic Resiliency Committee and approve, in substantial form, a Rooftop Lease Agreement between the RDA (Landlord) and Crown Castle Fiber, LLC. (Tenant), for use of approximately 3,630 square feet of rooftop space at the Anchor Shops and Garage, located at 1550 Collins Avenue, for a period of nine (9) years and three hundred sixty-four (364) days, commencing on October 31, 2025 and expiring on October 29, 2035; further, authorize the Executive Director to finalize the Lease Agreement; and further, authorize the Executive Director and Secretary to execute the final negotiated Lease Agreement.

Applicable Area

South Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?

If so, specify the name of lobbyist(s) and principal(s):

Department

Facilities and Fleet Management

Sponsor(s)

Co-sponsor(s)

Condensed Title

10:02 a.m. PH, New Lease for Crown Castle Fiber, LLC at Anchor Shops & Garage. FF

Previous Action (For City Clerk Use Only)



Alexander Jones
Client Services Manager
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

Tel (346) 552-7995
Alex.Jones@crowncastle.com

February 20, 2025

Attn: City of Miami Beach
Facilities and Fleet Management
1833 Bay Rd
2nd Floor
Miami Beach, Florida 33139

Sent Via Overnight Mail

Re: *Notice of Intent to Extend Lease*
Rooftop Lease Agreement
1550 Collins Avenue, Miami Beach, FL 33139

To Whom It May Concern:

Please accept this letter as written notification that Crown Castle is writing to formally request an extension of the Rooftop and Anchor Garage Hub Lease dated November 1, 2015, for the site located at 1550 Collins Avenue, Miami Beach, FL 33139. The current lease term is set to expire on October 31, 2025, and we would like to discuss an extension.

Please advise of any additional information or formal amendments that are required to facilitate this extension. Crown Castle remains committed to maintaining a productive and mutually beneficial relationship and appreciates the opportunity to continue utilizing the premises for telecommunications operations.

Sincerely,

A handwritten signature in blue ink that reads 'Alexander Jones' in a cursive script.

Alexander Jones
Client Services Manager
alex.jones@crowncastle.com
Phone: 346 / 552-7995

LANDLORD:

**Miami Beach Redevelopment Agency,
a public body corporate and politic
1700 Convention Center Drive
Miami Beach, Florida 33139**

TENANT:

**Crown Castle Fiber, LLC.
2000 Corporate Drive
Canonsburg, PA 15317**

DATE OF EXECUTION:

ANCHOR GARAGE AT SOUTH BEACH RETAIL LEASE

ROOFTOP LEASE AGREEMENT

This **ROOFTOP LEASE AGREEMENT** (this "Agreement") is entered into and effective as of the date of the last signature below (the "Effective Date"), by and between the **MIAMI BEACH REDEVELOPMENT AGENCY (RDA)**, a Florida redevelopment agency created under chapter 163, Florida Statutes, ("Lessor"), and **CROWN CASTLE FIBER, LLC. ("Tenant")**, a New York limited liability company, authorized to do business in the State of Florida.

RECITALS

WHEREAS, Lessor owns or leases the Property known as 1550 Collins Avenue, Miami Beach Florida (as hereinafter defined); and

WHEREAS, Tenant wishes to use and occupy certain portions of the Property for the installation, location, operation, maintenance, repair, upgrade, and removal of Equipment (as hereinafter defined); and

WHEREAS, the parties wish to enter into an agreement in which Lessor will grant to Tenant a non-- exclusive right to Lease the Property for wireless communications services as defined at section 104-3, of the City of Miami Beach's Code of Ordinances with the right to install, locate, operate, and maintain Equipment (as hereinafter defined) on the Property.

NOW, THEREFORE, this Agreement is entered into between the Lessor and Tenant, in and for the consideration of ten dollars (\$10.00), and the rents and mutual covenants contained in this Agreement, the receipt and legal sufficiency of which is acknowledged by both parties.

1. **Recitals**. The recitals above are incorporated herein and made a material part of this Agreement.
2. **Definitions**. The following terms as used in this Agreement are defined as follows:

"Approvals" means all certificates, permits, licenses and other approvals that are required by law for Tenant's intended use of the Leased Premises.

"Building" means the building known as the parking garage located on the Property, all of which is owned or controlled by Lessor, and portions of which are Leased by Lessor to Tenant pursuant to this Agreement.

"Commencement Date" means October 31, 2025.

"Equipment" means wireless communications facilities, as defined at Section 104-3 of the City of Miami Beach Code of Ordinances and Section 337.40 I(3) of the Florida Statutes, including antennas, equipment, equipment, equipment, generators, transmission lines,

transmitters cables, structures, equipment shelters or cabinets, meter boards, utilities and related improvements.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, (viii) radioactive materials; radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and regulations to be known as "Environmental Laws." "Environmental Laws" includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release of which is regulated by any governmental or quasi- governmental entity having jurisdiction over the operations thereon, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Lease Term" means a period of nine (9) years and three hundred and sixty-four (364) days following the Commencement Date of this Agreement.

"Leased Premises" means that portion of the rooftop of the Building located on the Property with the address of 1550 Collins Avenue, Miami Beach, Florida, consisting of approximately 3,630 square feet of space on the rooftop of the building, as defined in **Exhibit B**. The Leased Premises shall include non-exclusive access to the Building's existing telephone distribution systems and facilities as well as vertical and horizontal risers and conduits in the Building for the limited purposes of installing electrical power for the Equipment and connecting the Equipment to fiber optic cable at the Building's demarcation point.

"Property" means the parcel of property that includes the Building located at 1550 Collins Avenue, Miami Beach, Florida, as is more particularly described or depicted in **Exhibit A**, which exhibit is attached and incorporated by reference into this Agreement.

"Permitted Use" means the installation, location, operation, maintenance, repair, replace and removal of Equipment by Tenant.

"Rent" means an amount equal to \$7,139.74 (Seven Thousand One Hundred Thirty Nine Dollars and Seventy Four Cents) to be paid by Tenant to Lessor on or before the first day of each month during the Lease Term.

3. **Leased Premises, Survey.** Effective as of the Commencement Date, Lessor leases to Tenant the Leased Premises as described in **Exhibit B**, which exhibit is attached and incorporated by reference into this Agreement. Tenant shall be entitled to the exclusive use the Leased Premises for the Permitted Use. Tenant acknowledges and agrees that it is accepting possession of the Leased Premises in as-is condition.

4. **Rent.** Tenant shall pay to Lessor the Rent commencing on the Commencement Date All Rent or other payments due hereunder shall be paid to the **MIAMI BEACH REDEVELOPMENT AGENCY (RDA)** at the following address: City of Miami Beach, Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Miami Beach, Florida 33139.

5. **Escalation of Rent.** The Lessor shall be entitled to an escalation in Rent under the following circumstances:

- (a) Upon each anniversary of the Commencement Date and throughout the Lease Term, the Rent shall be increased by three percent (3%) of the Rent due the prior year.
- (b) Tenant currently allows three (3) customers to occupy space at the Leased Premises. For each customer Tenant adds to the Leased Premises, Lessor shall be entitled to a pro-rata increase in Rent based upon the number of existing Providers and additional providers [new customers are the numerator, and the existing customers would be the denominator].

6. **Rent Past Due.** If any payment due from Tenant shall be overdue more than ten (10) calendar days, a late charge of five percent (5%) of the delinquent sum may be charged by Lessor. If any payment due from Tenant shall remain overdue for more than thirty (30) calendar days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half percent (1 1/2%) per month eighteen percent (18%) per annum) of the delinquent amount may be charged by Lessor, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five percent (5%) late charge or any other remedy available to Lessor. Tenant shall pay Lessor interest on unpaid annual payments at the rate of one percent (1%) per month until the payment is made.

7. **Security Deposit.** Lessor acknowledges receipt of a security deposit in the amount of \$24,000, and such security deposit shall not constitute a license or lease fee, to be held by Lessor, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Agreement. Lessor shall be entitled to commingle the security deposit with Lessor's other funds. If Tenant defaults in any of its obligations under this Agreement, Lessor may at its option, but without prejudice to any other rights which Lessor may have, apply all or part of the security deposit to compensate Lessor for any loss, damage, or expense sustained by Lessor as a result of such default. If all or any part of the security deposit is so applied, Tenant shall promptly restore the security deposit to its original amount on demand of Lessor. Subject to the provisions of this Section, within thirty (30) calendar days following termination of this Agreement, if Tenant is not then in default, the security deposit will be returned by Lessor to Tenant. The security deposit shall be refundable, without interest, to Tenant upon termination of this Agreement, provided the Lessor suffers no damages, set offs, or lost Rent prior to termination of this Agreement.

8. **Expansion of Leased Premises.** Any attempt by the Tenant to expand the scope of the Leased Premises must be requested in writing to the Lessor, shall be subject to the prior written approval of Lessor, which approval if given at all shall be at Lessor's sole option and discretion, and if so approved, an addendum to this Agreement will be entered into and executed by the parties, reflecting any new terms and leasehold payments by Tenant. The terms shall be negotiated at that time and any expansion shall be contingent upon the successful negotiation of those terms. However, any such action by Tenant will ensure that the Lessor's Building, its roof structure and membrane, walls and foundation are not damaged by the scope of work for the expansion of the Leased Premises. Tenant shall be solely responsible for repairing the Building due to any damage resulting from Tenant's expansion of the Leased Premises.

9. **Permitted Uses, Non-Exclusivity.** During the Lease Term, Lessor grants to Tenant the non-exclusive right to use the Leased Premises for the Permitted Use. Lessor may lease other areas of the Building, outside of the Leased Premises.

10. **Assignment, Sublease, and Licensing.** Tenant shall not sublease, assign or license all or a portion of its interest in this Agreement without prior notice and approval by Lessor, which approval shall not be unreasonably delayed or denied. Tenant shall provide all relevant financial information relating to the proposed sub-lessee, licensee, or assignee and all insurance in compliance with this Agreement. Upon approval of an assignment of this entire Agreement by the Lessor, Tenant shall be relieved from any further liability or obligation under this Agreement. Notwithstanding the foregoing, the transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Tenant's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the Lessor, provided that Tenant reasonably demonstrates to the Lessor's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (a) such transferee will have a financial strength after the proposed transfer at least equal to that of Tenant immediately prior to the transfer; (b) any such transferee assumes all of Tenant's obligations

hereunder; and (c) the experience and technical qualifications of the proposed transferee, either alone or together with Tenant's management team in the provision of telecommunications or similar services, evidences an ability to operate the Equipment/Leased Premises. Tenant shall give at least thirty (30) calendar days' prior written notice (the "Exempted Transfer Notice") to the Lessor of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why Tenant believes the Exempted Transfer Criteria have been satisfied. The Lessor Commission shall have a period of thirty (30) calendar days (the "Exempted Transfer Evaluation Period") from the date that Tenant gives the Lessor its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the Lessor has received from Tenant any and all additional information the Lessor may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the Lessor give Tenant notice in writing of the additional information the Lessor requires with fifteen (15) calendar days after the Lessor's receipt of the original Exempted Transfer Notice. If the Lessor Commission fails to act upon Tenant's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the Lessor that Tenant has in fact established compliance with the Exempted Transfer Criteria to the Lessor's satisfaction. Tenant has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Tenant and an opportunity to cure any such default within fifteen (15) calendar days after such notice with respect to monetary defaults and within thirty (30) calendar days after such notice with respect to any non-monetary default.

11. Access. Lessor grants Tenant and all of its respective employees, agents, guests and contractors the non-exclusive right of ingress and egress to the Leased Premises, including access over, upon, through and across the common areas, elevators, stairways, and driveways of the Building and the Property seven (7) days a week, twenty- four (24) hours a day, for the installation, maintenance and operation of the Equipment. However, if Tenant plans to access the property outside of normal business hours (normal business hours are Monday to Friday from 8a.m. to 5p.m.), Tenant shall notify the Lessor with at least 24 hours prior notice in writing, unless the need to enter the Leased Premises is an emergency, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons.

12. Lessor's Right of Entry. The Lessor, or its authorized agent or agents, shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the Lessor may consider necessary and for the purpose of preventing fire, theft or vandalism. However, the Lessor agrees that whenever possible, the Lessor shall provide reasonable notice, in writing, to Tenant, unless the need to enter the Leased Premises is an emergency, as deemed by the Lessor at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Additionally, Lessor shall not touch any of the Equipment if Lessor accesses the Leased Premises, unless necessary as an emergency, as defined herein. Nothing herein shall imply any

duty on the part of the Lessor to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the Lessor shall not constitute a waiver of the Tenant's default. If the Tenant shall not be personally present to permit entry onto the Leased Premises in the event of an emergency as described above, the Lessor, or its agents, may enter the Leased Premises, including, without limitation, forcibly entering the Leased Premises, without rendering the Lessor or such agents liable for damage caused by the forcible entry.

13. Installation and Maintenance.

- (a) **Exhibit B** includes specifications of the Leased Premises ("Tenant's Plans"). If the Tenant wishes to replace, remove, or upgrade any existing systems, they must submit a written request for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall apply for all required permits and zoning approvals necessary for the Permitted Use, as may be required by the City of Miami Beach, and comply with the condition of said zoning approvals or permits. Said zoning approvals and permits are required and may not be waived. In the event Lessor does not provide to Tenant a written request for modifications to Tenant's Plans within thirty (30) business days of its receipt of Tenant's Plans, then Tenant's Plans shall be deemed approved by Lessor.
- (b) Tenant shall manage all engineering services, including intermodulation studies and all site engineering and construction necessary to install, operate and maintain Equipment on the Leased Premises. The parties acknowledge that in order to connect areas of the Leased Premises that are needed to make the Equipment operational, Tenant shall have the right to install conduit, sleeves and cables connecting such locations and Equipment, all as more fully described in **Exhibit B**.
- (c) Tenant or its agents shall install, construct and maintain their Equipment on the Leased Premises at no cost to the Lessor.
- (d) Tenant shall, at its expense, keep and maintain the Equipment located on the Leased Premises in good, safe, and clean order during the Lease Term. Tenant's alterations to the Leased Premises are to be performed in a workmanlike manner. In compliance with Section 712.10, Florida Statutes, Tenant covenants that no mechanics', laborers' or materialmen's liens are to be recorded against the Property. Tenant shall promptly pay for all materials supplied and work done in respect of the Leased Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Leased Premises, Property, or against Lessor's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Leased Premises, Property or Lessor's interest therein is recorded and not discharged by Tenant as above required within fifteen (15) calendar days following written notice to Tenant,

Lessor shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Lessor. Lessor and Tenant expressly agree and acknowledge that no interest of Lessor in the Leased Premises or Property shall be subject to any lien for improvements made by Tenant in or for the Leased Premises, and Lessor shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Agreement. In accordance with applicable laws of the State of Florida, Lessor has filed in the public records of Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Leased Premises of the existence of said notice. A breach of this provision may expose Tenant to liability for damages for, among other claims, slander of title. In the event that Lessor prevails against Tenant on any claim for equitable relief or damages, Tenant shall be liable to Lessor for its reasonable attorney's fees and costs. Tenant shall require all subtenants, agents, assigns, contractors, and subcontractors to be placed on notice of this covenant and to affirm that they are prohibited from recording liens against Lessor's Property.

- (e) All installations and operations in connection with this Agreement shall comply with all federal, state, and local laws, codes and regulations. Lessor assumes no responsibility for the licensing, operation or maintenance of the Equipment.
- (f) Lessor shall be responsible for the structural maintenance of the Building ("Building Work"). As the Tenant's facilities are installed upon the roof of the Building, there may come a time that repairs are needed for the roof, or roof replacement may be required. Tenant shall be responsible for all costs associated with temporary or permanent relocation of the Equipment during the period the roof is being repaired or replaced. The Building and Property are adjacent to the ocean, and in an area exposed to the elements and potential hurricane and tropical storm events. As such, the parties agree and recognize that roof work to the Building may be required, and provided this Agreement is not terminated pursuant to provision 31(C), Tenant shall be solely responsible for the temporary relocation of its Equipment during the repair or replacement. The Lessor shall not be responsible for the Tenant's loss of signal, transmission, or services due to the replacement or repair of the roof. Tenant acknowledges that a material inducement in entering into this Agreement is Tenant's acceptance of this condition. Tenant agrees to reasonably cooperate with Lessor to facilitate any Building Work, provided however, to the extent practicable, the Building Work should minimize the effects to Tenant's Equipment, and include suggestions as to the most cost-effective measures to minimize disruption to Tenant's Equipment. Lessor agrees to provide at least ninety (90) calendar days' notice to Tenant of its intention to perform Building Work; except in the case of emergency Building Work in which case Lessor shall give as much notice as possible under the circumstances.

- (g) Lessor shall be solely responsible for ensuring that the Building is operated in compliance with all applicable federal, state, and local laws, codes and regulations (the "Building Regulations"). Tenant may give Lessor written notice of its failure to comply with said Building Regulations. In the event Lessor fails to correct said violation(s) of the Building Regulations within thirty (30) calendar days upon receipt of said notice, Tenant shall be entitled, but not obligated, to cause such work to be done as is necessary to make the Leased Premises (and the Equipment located thereon) comply with such Building Regulations, and deduct the cost of such work from future Rent otherwise due and payable by Tenant as set forth under this Agreement.
- (h) Tenant, and its employees, agents or invitees, shall take reasonable measures not to damage any portion of the Building. Tenant shall be responsible for any damage to the Building or Property caused during installation or repair of the Equipment onto the Leased Premises. Tenant shall have no duty to reimburse Lessor for any expense associated with the normal wear and tear on the roof, or any other expense not reasonably related to Tenant's use and occupancy of the Leased Premises.
- (i) Tenant shall use only licensed contractors and subcontractors approved in writing by Lessor to complete the construction and installation of Tenant's work, which approval shall not be unreasonably withheld or delayed at the Leased Premises.

14. Personal Property/Removal/Restoration. All improvements, Equipment or other property attached to or otherwise brought onto the Leased Premises shall, at all times, remain the personal property of Tenant and, at Tenant's option, may be removed by Tenant at any time during the Lease Term, provided, however, the Equipment shall be removed within thirty (30) calendar days after the termination or expiration of this Agreement. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under this Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Equipment or a portion thereof. Tenant, in its sole discretion may remove the Equipment or any portion of the Equipment at any time during the Lease Term of the Agreement, provided reasonable notice is provided to the Lessor, and provided a payment and performance bond is provided to the Lessor, to secure the repairs to the Building or Property, if applicable. Tenant will be responsible for the replacement of any trees, shrubs or other vegetation damaged during the removal process. Tenant will not be required to remove from the Leased Premises or the Property any foundation or underground utilities.

15. Utilities. Lessor shall not be responsible for any expense associated with the installation, maintenance or operation of any Equipment installed on the Leased Premises by Tenant. With respect to the use of electric utilities, Tenant shall directly contract with the local electric utility company servicing the Building and have such utility company install, at the sole cost and expense of Tenant, separate metering devices to measure the usage attributable to Tenant's use of the Leased Premises, and Tenant shall pay the electric utility company directly for such usage.

16. Indemnification. Tenant shall indemnify, defend and hold harmless Lessor, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including reasonable attorney's fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom (collectively, "Claims"), arising out of any errors, omissions, misconduct or negligent acts of Tenant, its officials, agents, employees or subcontractors in the performance of this Agreement, except to the extent such Claims are caused by the intentional misconduct or negligent acts or omissions of Lessor, its officials, agents, employees or subcontractors.

17. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Equipment, Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

18. Taxes and Assessments. Lessor shall pay all real estate taxes on the Property. Tenant agrees to reimburse Lessor for any documented increase in personal property taxes levied against the Leased Premises that are directly attributable to Tenant's use of the Leased Premises. Lessor agrees to provide Tenant any documentation evidencing the increase and how such increase is attributable to Tenant's use of the Leased Premises. Tenant reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Tenant in connection with any such challenge. Tenant shall pay all personal, intangible, sales or use taxes associated with the installed Equipment on the Leased Premises.

19. Insurance.

- (a) Within ten (10) calendar days after the date hereof, Tenant shall provide to Lessor certificates of insurance evidencing that Tenant has the required commercial general liability insurance required of Tenant under the Agreement.
- (b) In addition, Tenant shall provide to Lessor certificates of insurance evidencing that Tenant's general contractor has in effect (and shall maintain at all times during the course of the work hereunder) workers' compensation insurance to cover full liability under workers' compensation laws of the State of Florida with employers' liability coverage; comprehensive general liability insurance for the hazards of operations, independent contractors, products and completed operations (for two (2) years after the date of acceptance of the work by Lessor and Tenant); and contractual liability specifically covering the indemnification provision in the

construction contract, such comprehensive general liability to include broad form property damage and afford coverage for explosion, collapse and underground hazards, and "personal injury" liability insurance and an endorsement providing that the insurance afforded under the contractor's policy is primary insurance as respects Lessor and Tenant and that any other insurance maintained by Lessor or Tenant is excess and non-contributing with the insurance required hereunder, provided that such insurance may be written through primary or umbrella insurance policies with a minimum policy limit of \$1,000,000.00. Lessor and Tenant are to be included as an additional insured for insurance coverages required of the general contractor.

- (c) Tenant's Insurance. Tenant shall, throughout the Lease Term (and any other period when Tenant is in possession of the Leased Premises), maintain at its sole cost the following insurance:
- (i) All risks property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Lessor and against those for whom Lessor is in law responsible including, without limitation, its directors, officers, agents, and employees. Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually.
 - (ii) Commercial general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than \$1,000,000; provide for severability of interests; and include as additional insureds Lessor and its affiliates and any mortgagee of Lessor, and any mortgagee of Lessor in connection with a mortgage on the Facility.
 - (iii) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.
 - (iv) Any other form of insurance which Tenant or Lessor, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure, but in any event not less than that carried by comparable wireless communications facilities in Florida.
 - (v) All policies referred to above shall: (A) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Lessor; (B) be in a form reasonably satisfactory to Lessor; (C) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Lessor or any mortgagee of Lessor; and (D) contain an undertaking by the insurers to notify Lessor not less than thirty (30) calendar days prior to any, cancellation, except for non-payment of premium. Certificates of insurance or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be available for review to Lessor

promptly upon request, at the Tenant's place of business. If Tenant fails to take out or to keep in force any insurance referred to in this section, or should any such insurance not be approved by either Lessor or any mortgagee, and Tenant does not commence and continue to diligently cure such default within five (5) business days after written notice by Lessor to Tenant specifying the nature of such default, then Lessor has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Lessor shall be paid by Tenant to Lessor as additional rent without prejudice to any other rights or remedies of Lessor under this Agreement. Tenant shall not keep or use in the Leased Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Leased Premises.

The Tenant shall furnish the Certificates of Insurance to the Lessor prior to commencing any operations under this Agreement, which certificates shall clearly indicate that the Tenant has obtained insurance, in the type, amount and classifications, in strict compliance with this Section.

20. Hazardous Material

- (a) Tenant's Obligation and Indemnity. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Leased Premises in any manner prohibited by law.
- (b) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (a), above, then Tenant shall clean up, remove, and dispose of the Hazardous Material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Leased Premises or Property within such period of time as may be reasonable under the circumstances after written notice by Lessor, provided that such work shall commence not later than thirty (30) calendar days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Lessor of its method, time, and procedure for any clean up or removal of Hazardous Materials under this provision; and Lessor shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours if reasonably required for the protection of other tenants or occupants of the Building or Property.
- (c) Unless such claims or damages are the result of Lessor's negligence, Tenant agrees to defend, indemnify, and hold harmless Lessor, against any and all claims, costs, expenses, damages, judgments, penalties, costs, liability, losses, and the like (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees), which Lessor may hereafter be liable for, suffer,

incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this Section 21, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this Section 21 shall survive the expiration or any termination of this Agreement.

- (d) Lessor's Obligation. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Property or the Leased Premises in any manner prohibited by law.

21. Interference with Tenant's Business. Tenant shall have the non-exclusive right to construct, install and operate Equipment that emit radio frequencies on the Property. Lessor agrees that it will not permit the construction, installation or operation on the Property of any equipment or device that directly interferes with the Permitted Use.

22. Default.

- (a) Notice of Default, Cure Period. In the event that there is a default by Lessor or Tenant (the "Defaulting Party") with respect to any of the material provisions of this Agreement or Lessor's or Tenant's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) calendar days in which to cure any monetary default and sixty (60) calendar days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) calendar day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) calendar days to cure, and Defaulting Party commences the cure within the sixty (60) calendar day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.
- (b) Consequences of Tenant's Default. In the event that Tenant is in default beyond the applicable periods set forth above, Lessor may, at its option, upon written notice: (i) terminate this Agreement provided that Lessor has been materially and substantially harmed by such default; (ii) take any actions that are consistent with Lessor's rights; or (iii) sue for injunctive relief, sue for specific performance, or sue for damages. In no event shall Tenant be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

- (c) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Tenant may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and be relieved from all further obligations contained herein; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures made by Tenant in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Tenant for said expenditures upon demand; (iii) take any actions that are consistent with Tenant's rights; or (iv) sue for injunctive relief, sue for specific performance, sue for damages, or set-off from Rent any amount expended by Tenant as a result of such default. [n no event shall Lessor be liable to Tenant for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

23. Termination; Effect of Termination.

- (a) After thirty-six (36) months from the effective date of this Agreement either party may terminate this Agreement for convenience (without cause) upon one-hundred and eighty (180) calendar days' prior written notice by either party.
- (b) Effect of Termination. Upon termination by either party, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that: (i) any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) calendar days of the termination date; (ii) any defaults that occurred prior to the termination date shall be cured; and (iii) any provision hereof which, by its nature, is intended to survive the termination of this Agreement shall so survive.
- (c) Either party may terminate this Agreement prior to the expiration of the Lease Term (i) on account of a material breach of this Agreement by the other party, which has not been cured within thirty (30) calendar days from the date of receipt of written notice of such breach from the party seeking termination; (ii) on account of any condemnation of the Leased Premises by any governmental authority; (iii) on account of any substantial damage, destruction or other casualty that renders the Leased Premises temporarily or permanently unsuitable for Tenant's use; and, or (iv) transfer of ownership of the Leased Premises to a third party.
- (d) Termination shall be effective (i) as of the end of the notice period in the case of any uncured material breach; (ii) as of the date of transfer of title in the case of any such condemnation; and (iii) as of the date of occurrence in the case of any such substantial damage, destruction or other casualty.
- (e) Tenant may terminate this Agreement prior to the expiration of the Lease Term upon not less than sixty (60) day's prior written notice to the Lessor in the event that (i) Tenant is unable to use the Leased Premises in the manner anticipated by

Tenant at the time the Agreement was executed; (ii) Tenant is unable to obtain any certificate, license, permit, authority or approval from any governmental authority necessary for installing, removing, replacing, maintaining and, or operating the equipment and, or using the Leased Premises in the manner anticipated by Tenant at the time the Agreement was executed; and, or (iii) any such certificate, license, permit, authority or approval previously issued or given is canceled, expires, lapses or is otherwise withdrawn or terminated by such governmental authority.

- (f) Lessor shall have no liability to the Tenant for future profits or losses in the event of termination under this Section 24.
- (g) The rights and remedies of Lessor and Tenant provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Lessor or Tenant in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to a default.

24. Casualty and Condemnation.

- (a) In case of damage to the Building by fire or other casualty, Lessor shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage with reasonable speed and diligence. If the Leased Premises is not useable for any reason, Rent under this Agreement shall be abated from the date of the occurrence of such damage or destruction until the Leased Premises can again be used for Tenant's intended purposes. In the event the damage is so extensive that Lessor decides, in its reasonable discretion, not to repair or rebuild the Building, this Agreement shall be terminated as of the date of such casualty, and the Rent (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Leased Premises.
- (b) If all or substantially all of the Property or the Leased Premises shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then either party may terminate this Agreement by providing written notice to Lessor within thirty (30) calendar days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent shall be apportioned as of said date and reimbursed to tenant. Lessor and Tenant shall each be entitled to pursue their own separate award with respect to such taking. In the event of any taking of less than all or substantially all of the Property or Leased Premises, this Agreement shall continue and each, Lessor and Tenant, shall be entitled to pursue their own separate awards with respect to such taking.

25. Surrender of the Property. Upon the expiration or early termination of this Agreement, Tenant shall, within thirty (30) calendar days, remove its Equipment and restore the Leased Premises to its original condition, reasonable wear and tear excepted. Lessor and Tenant agree and acknowledge that all of the Equipment is and shall remain the personal property of the Tenant. Subject to Tenant's performance of its obligations hereunder, Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

26. Quiet Enjoyment, Title, and Authority.

- a. Lessor covenants and warrants that: (i) it has the authority to execute this Agreement and has the power to grant the rights hereunder; (ii) it has title to the Leased Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with the Permitted Uses of the Leased Premises; (iii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, license or other Lease binding on Lessor; and (iv) Tenant shall have the quiet enjoyment for the purposes as defined in this Agreement of the Leased Premises, and Tenant shall not be disturbed as to those uses as long as Tenant is not in default beyond any applicable grace or cure period.
- b. To the Lessor's knowledge, the Building is properly permitted, and is in compliance with all applicable laws, including all zoning, occupational and permitting laws and requirements. All such property, including improvements, related heating, electrical, plumbing and other building equipment: (i) have been and will be maintained by Lessor in accordance with normal industry practice; (ii) are and shall remain in working order adequate for normal operations; (iii) are and will remain in good operating condition and repair (subject to normal wear and tear); and (iv) are and will remain suitable for the purposes for which they are presently used.
- c. Lessor covenants and agrees that Lessor shall, at all times during the Lease Term, maintain in good, sound, and substantial repair and condition, the Building upon which the Leased Premises is situated.

27. Sale of the Property. If Lessor sells all or part of the Property of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement and Tenant's rights hereunder. Any sale or transfer of real property which is now or may in the future be subdivided or otherwise separate from the Property and over which Tenant has the right of access or utility connections to the Leased Premises will be subject to Tenant's rights hereunder. Lessor will notify Tenant of any sale or transfer and will cause the transferee to execute any document(s) (in form acceptable to Tenant) reasonably required by Tenant to memorialize Tenant's rights under this Agreement, and to ensure proper notice and payment of Rent to such transferee. Each party agrees upon written request of the other to promptly execute such truthful estoppels, non-

disturbance and/or attornment agreements as may be necessary in the event of any sale or transfer of the Property.

28. Successors and Assigns. The terms of this Agreement shall constitute a covenant running with the Property for the benefit of Tenant and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof.

29. Mortgages. This Agreement shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Tenant a non-disturbance agreement for each such mortgage, in recordable form.

30. Title Insurance. Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Lessor shall cooperate with Tenant's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company.

31. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessor's personal property now or hereafter located on the Leased Premises.

32. Sovereign Immunity. Maximum Liability. Waiver of Certain Damages and Attorney's Fees.

- (a) Lessor does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs. Section 768.28, Florida Statutes provides that the Lessor shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgment arising out of the same incident or occurrence, exceeds the sum of \$300,000.
- (b) In any proceeding against Lessor its maximum liability to Tenant shall not exceed its annual payment to Tenant for the year in which the liability arose. Lessor shall not be liable to Tenant for damages, penalties or expenses in excess of its annual payment to the Tenant for the year in which the liability arose.
- (c) Nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida or federal law. Tenant and Lessor each waives any claims that each may have against the other with respect to consequential, incidental, punitive or special damages, however caused, based on any theory of liability.

33. Recording. Tenant shall have the right to record a memorandum of Lease with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Tenant's request.

34. Entire Agreement; Governing Law; Time. This Agreement and the Exhibits, if any, attached hereto are incorporated herein and set forth the entire agreement between Lessor and Tenant concerning the subject matter of this Agreement, and there are no other agreements or understandings between them. This Agreement and its Exhibits may not be modified except by agreement in writing executed by Lessor and Tenant. In the event of any conflict, the terms of this Agreement will govern over the provisions of any documents referenced hereto.

35. No Partnership. The parties hereby acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy in common, joint tenancy, co ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy in common, joint tenancy, co ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Lease Term.

36. Interpretation. Any defined term in this Agreement shall be equally applicable to both the singular and the plural form of the term defined. The word "or" is not exclusive and shall mean "and/or" unless indicated otherwise and the word "including" is not limiting and shall mean "including, without limitation." References to a Section or Exhibit mean a Section or Exhibit contained in or attached to this Agreement unless specifically stated otherwise. The caption headings and numbering in this Agreement are for convenience and reference only and do not define, modify, or describe the scope or intent of any of the terms of this Agreement. This Agreement shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

37. Notices and Contracting Representatives. All notices hereunder shall be in writing and shall be given by (a) established national courier service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor and Tenant at the addresses below. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty-eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail courier. For the purposes of this Agreement, the

contracting representatives are as follows and notice shall be provided to the persons listed below:

Tenant:

Crown Castle Fiber, LLC
c/o General Counsel
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Legal - Venues

Landlord:

Miami Beach Redevelopment Agency
1700 Convention Center Drive Fourth Floor
Miami Beach, Florida 33139
Attn: Asset Management Division

With a copy to:

City of Miami Beach
Miami Beach Redevelopment Agency
1700 Convention Center Drive Fourth Floor
Miami Beach, Florida 33139
Attn: Legal Department

Record Retention. Tenant shall comply with the State of Florida public record retention requirements and shall maintain a copy of all documents reflecting services rendered to the Lessor for three (3) years after the termination of this Agreement, and final payment has been made, and all other pending matters are closed. Further, Tenant shall provide access to the Lessor, or any of Lessor's duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. However, Tenant shall not be obligated to provide to Lessor any third-party agreements which Tenant has entered into with other parties, except to the extent necessary to verify the number of tenants occupying the Leased Premises, which in such case, Tenant shall only be obligated to furnish the cover and signature pages, as well as that portion of the agreement pertaining to dates of tenancy.

38. Applicable Law, Jurisdiction, Venue. This Agreement shall be construed in accordance with the laws of Miami-Dade County, and the State of Florida, regardless of conflict of law principles. Venue shall be in Miami- Dade County.

39. Trial By Jury. LESSOR AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS AGREEMENT.

40. Partial Invalidity. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

41. IRS Form W-9. Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) calendar days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including withholding applicable taxes from Rent payments.

42. Tenant's Compliance With Anti-Human Trafficking Laws. Tenant agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Certification of Compliance with Anti-Human Trafficking Laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as **Exhibit C.**

43. Prohibition on Contracting with a Business engaging in a Boycott. Tenant warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Tenant hereby certifies that Tenant is not currently engaged in and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

44. PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED [NOTE: ONLY INCLUDE IF APPLICABLE] Tenant hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Tenant warrants and represents that it does not fall within

the definition of a Prohibited Entity, and as such, has caused an authorized representative of Tenant to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as **Exhibit D**.

45. PROHIBITION ON CONTRACTING WITH AN INDIVIDUAL OR ENTITY WHICH HAS PERFORMED SERVICES FOR COMPENSATION TO A CANDIDATE FOR CITY ELECTED OFFICE.

Tenant warrants and represents that, within two (2) years prior to the Effective Date, Tenant has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

*****SIGNATURE PAGE TO FOLLOW*****

IN WITNESS WHEREOF, Lessor and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

LESSOR: MIAMI BEACH REDEVELOPMENT
AGENCY (RDA)

Witness

Print Name: Eric T. Carpenter
Print Title: Executive Director
Date: _____

Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jimmy Morales, as Executive Director of MIAM BEACH REDEVELOPMENT AGENCY (RDA), who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

My Commission Expires:

Notary Public, State of Florida

TENANT: Crown Castle Fiber, LLC
A New York limited liability

Witness

Print Name: Eric T. Carpenter
Print Title: Executive Director
Date: _____

Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

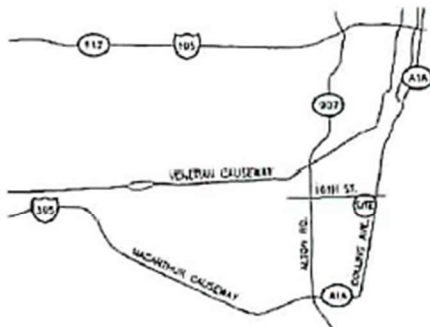
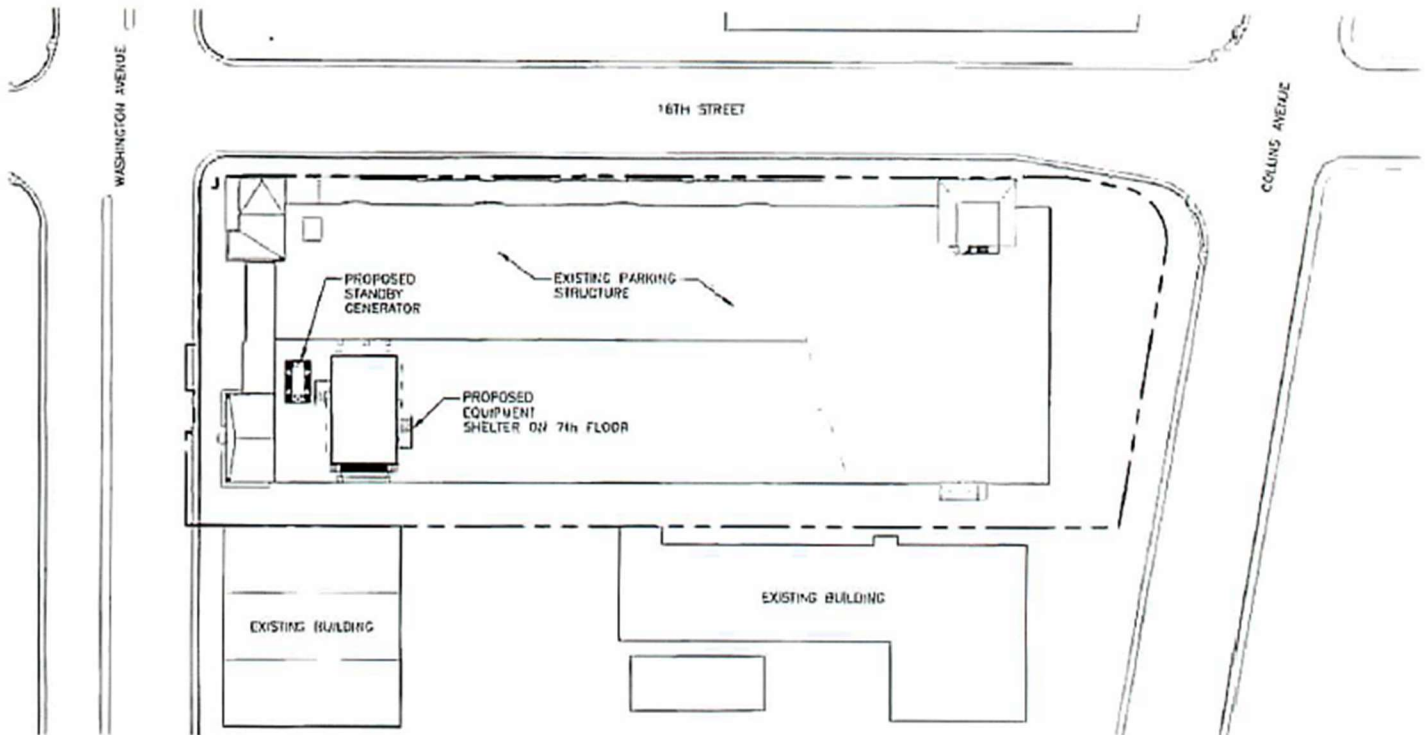
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jimmy Morales, as Executive Director of MIAM BEACH REDEVELOPMENT AGENCY (RDA), who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

My Commission Expires:

Notary Public, State of Florida

EXHIBIT A



VICINITY MAP
NOT TO SCALE



SITE PLAN



SITE DATA INFORMATION:

SITE ID: 02-3234-019-1090
TOTAL AREA OF NEW EQUIPMENT SHELTER: 1,408 SQ. FT

LEGAL DESCRIPTION

LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 57, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 77 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH ALL OF 16TH STREET (AVENUE "C"), LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 54 OF SAID FISHER'S FIRST SUBDIVISION OF ALTON BEACH, FLAT; THENCE NORTH 86° 0' 55" EAST ALONG THE SOUTH LINE OF SAID BLOCK 54, A DISTANCE OF 443.08 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 54; THENCE SOUTH 07° 35' 04" WEST, A DISTANCE OF 96.26 FEET, TO A POINT OF CURVE WITH A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 90° 00' 00"; AN ARC DISTANCE OF 39.27 FEET, TO A POINT OF TANGENCY; THENCE NORTH 82° 24' 52" WEST, A DISTANCE OF 24.75 FEET; THENCE TO THE NORTH LINE OF BLOCK 57 OF SAID PLAT, A DISTANCE OF 382.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE WASHINGTON AVENUE; THENCE NORTH 01° 59' 11" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 54 AND THE POINT OF BEGINNING

EXHIBIT B

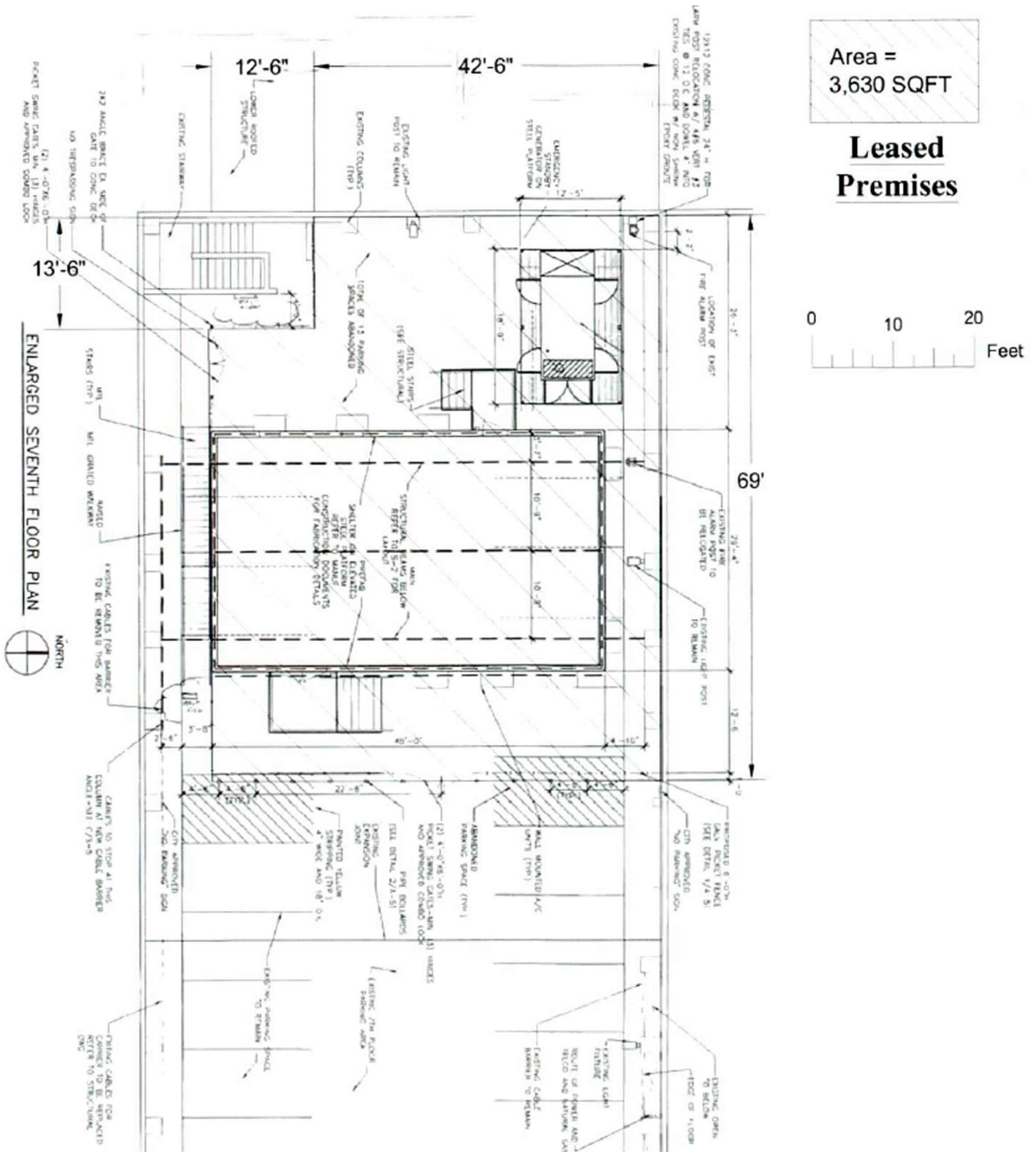


EXHIBIT C

ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Tenant hereby attests under penalty of perjury that Tenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Tenant.

TENANT:

_____, a _____ corporation.

Name/Title: _____ (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____ of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT D

PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Tenant, hereby attests under penalty of perjury that Tenant does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Tenant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Tenant; or (c) Tenant is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Tenant.

TENANT:

_____, a _____ corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____ of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE (FERC); FURTHER, APPROVING, IN SUBSTANTIAL FORM, A NEW ROOFTOP LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND CROWN CASTLE FIBER, LLC. (TENANT), FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WIRELESS COMMUNICATION EQUIPMENT AT THE ROOFTOP OF THE ANCHOR SHOPS AND GARAGE (LEASED PREMISES) FOR A TERM OF NINE (9) YEARS AND 364 DAYS, COMMENCING ON OCTOBER 31, 2025 AND EXPIRING ON OCTOBER 29, 2035; FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE THE LEASE AGREEMENT; AND FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE THE FINAL NEGOTIATED LEASE AGREEMENT.

WHEREAS, the Miami Beach Redevelopment Agency (the "RDA") is a public body corporate and politic, which owns the facility commonly known as the "Anchor Shops and Garage," located at 1550 Collins Avenue, Miami Beach, Florida 33139; and

WHEREAS, the RDA has identified the rooftop of the Anchor Shops and Garage as a strategic location for telecommunications infrastructure to enhance wireless connectivity in Miami Beach; and

WHEREAS, Crown Castle Fiber, LLC ("Tenant") is currently leasing approximately 3,630 square feet of rooftop space on the Anchor Shops Parking Garage ("Leased Premises") and said lease is currently set to expire on October 30, 2025; and

WHEREAS, Crown Castle Fiber, LLC. formally submitted a Letter of Renewal Request on February 20, 2025, expressing its interest in entering into a new lease for the use of the Leased Premises for the installation, operation, and maintenance of wireless communication equipment; and

WHEREAS, the proposed Lease Agreement includes the following essential terms:

Lessor:	Miami Beach Redevelopment Agency (RDA)
Tenant:	Crown Castle Fiber, LLC.
Location:	1550 Collins Avenue, Miami Beach, Florida
Leased Premises:	3,630 square feet on the rooftop of the Anchor Shops parking garage.
Lease Duration:	9 years and 364 days starting on October 31, 2025 and expiring on October 29, 2035.
Rent:	\$7,139.74 per month, payable on the 1st of each month.
Rent Escalation:	Increases 3% annually.

Additional Rent:	If the tenant adds more customers to the leased premises, rent increases proportionally.
Security Deposit:	\$24,000. Refundable within 30 days of lease termination, provided the tenant is not in default.
Permitted Use:	Operation, maintenance, and removal of wireless communication equipment. Additionally, non-exclusive access to telephone distribution systems and conduits.
Utilities & Maintenance:	Tenant is responsible for equipment installation, maintenance, and utilities. Lessor is responsible for building maintenance, including the roof.
Access & Entry Tenant:	24/7 access but must notify Lessor if entering outside normal business hours. Lessor may enter for inspections, repairs, or emergencies but must give reasonable notice.
Assignments & Subleases:	Requires Lessor's approval, except for transfers to affiliated companies or successors.
Insurance & Indemnification:	Tenant must maintain general liability, property, and worker's compensation insurance. Both parties waive rights to subrogation claims against each other.
Default & Termination:	The cure Period: 30 days for monetary defaults, 60 days for non-monetary defaults. Termination Rights: Either party can terminate after 36 months with 180 days' notice. Termination is also possible for material breach, condemnation, or destruction of the Leased Premises.
Hazardous Materials:	Tenant cannot store or release hazardous materials and must comply with environmental laws.

WHEREAS, the proposed new Lease Agreement is projected to generate an estimated \$870,400.52 in base rent over the full lease term, with additional potential revenue from expanded carrier partnerships, thereby supporting the financial stability of the RDA and enhancing the City's telecommunications infrastructure; and

WHEREAS, the Finance and Economic Resiliency Committee (FERC) reviewed this item at its June 4, 2025 meeting and recommended approval of the Lease Agreement with Crown Castle Fiber, LLC. based on the terms and conditions outlined herein; and

WHEREAS, based on the competitive rental rate and favorable lease terms, the Executive Director recommends accepting the recommendation of the FERC and approving, in substantial form, the proposed Lease Agreement, attached to the RDA Memorandum accompanying this Resolution as Exhibit "B"; authorizing the Executive Director to finalize the Lease Agreement; and authorizing the Executive Director and Secretary to execute the final negotiated Lease Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIR AND BOARD OF DIRECTORS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Chair and Board of Directors of the Miami Beach Redevelopment Agency (RDA) hereby accept the recommendation of the City's Finance and Economic Resiliency Committee and approve, in substantial form, a Rooftop Lease Agreement between the RDA (Landlord) and Crown Castle Fiber, LLC. (Tenant), for use of approximately 3,630 square feet of rooftop space at the Anchor Shops and Garage, located at 1550 Collins Avenue, for a period of nine (9) years and three hundred sixty-four (364) days, commencing on October 31, 2025 and expiring on October 29, 2035; further, authorize the Executive Director to finalize the Lease Agreement; and further, authorize the Executive Director and Secretary to execute the final negotiated Lease Agreement.

PASSED and **ADOPTED** this ____ day of _____ 2025.

ATTEST:

Rafael E. Granado, Secretary

Steven Meiner, Chair

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Redevelopment Agency
General Counsel

7/15/2025

Date