

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: March 4, 2025

Presenter's Name and Title: H. Derricks, Special Projects Manager and Kirk Hobson-Garcia, Acting Public Works Director on behalf of Public Works Department

Prepared By: Kristy Gilbert, MBA, Assistant Public Works Director

Temp. Reso. Number: 8337

Item Description: Temp. Reso. #R8337, APPROVING THE FIRST AMENDMENT TO THE SITE LEASE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND T-MOBILE SOUTH, LLC, RENEWING THE AGREEMENT BEYOND THE INITIAL EXPIRATION DATE OF SEPTEMBER 10, 2033, FOR FIVE ADDITIONAL SUCCESSIVE FIVE-YEAR TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE SITE LEASE AGREEMENT. *(Special Projects Manager, H. Derricks, and Acting Public Works Director, Kirk Hobson-Garcia).*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: At the commencement of the first renewal term provided for in the First Amendment, annual revenue totaling \$59,942.64 (\$4,995.22 monthly) shall be paid to the City and deposited into Revenue Account No. 001-00-000-000-000-362400 entitled “Telecom Tower Rentals”. Rent shall increase by 4 percent annually effective September 10, 2024.


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8337
 - Exhibit A: First Amendment to Site Lease Agreement
- Attachment(s)
 - Attachment 1: Original Site Lease Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kirk Hobson-Garcia, Acting Public Works Director

DATE: February 26, 2025

RE: Temp. Reso. No. 8337, approving the First Amendment to the Site Lease Agreement between the City of Miramar and T-Mobile South, LLC.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8337, approving the First Amendment to the Site Lease Agreement between the City of Miramar and T-Mobile South, LLC, renewing the agreement beyond the initial expiration date of September 10, 2033, for five additional successive five-year terms; authorizing the City Manager to execute the First Amendment to the Site Lease Agreement.

ISSUE: City Commission approval is required to renew the First Amendment to the Site Lease Agreement between the City of Miramar and T-Mobile, South, LLC.

BACKGROUND: On October 19, 2005, the City of Miramar ("City") Commission adopted Resolution No. 06-39 approving a Site Lease Agreement ("Lease Agreement") with Omnipoint Holdings, Inc., d/b/a T-Mobile South, LLC.

The Lease Agreement designated the use of approximately 200 square feet of ground space of city property located at 6700 Miramar Parkway for the placement of T-Mobile communications facilities and ground equipment. The initial term of the Lease Agreement was for a period of five (5) years with four additional five-year automatic renewal terms. The current agreement is still in effect through September 10, 2033.

DISCUSSION: During 2024, Lessee reached out to City staff, expressing their desire to maintain the long-term relationship by extending the current term of the Lease Agreement, beyond the initial expiration date of September 10, 2033, for five additional successive five-year terms and providing for continued placement of its permanent facilities and equipment on City premises. The City may elect not to renew the Lease

Agreement by providing the Lessee a 24-month written notification prior to the expiration of the current renewal term. The City's non-renewal rights shall go into effect commencing September 10, 2033.

ANALYSIS: At the commencement of the first renewal term of the First Amendment to the Site Lease Agreement, T-Mobile shall pay the City monthly revenue in the amount of Four Thousand, Nine Hundred Ninety-Five Dollars and Twenty-Two Cents (\$4,995.22). The rent shall increase annually thereafter by 4 percent, effective September 10, 2024.

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1/16/25
2/25/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE SITE LEASE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND T-MOBILE SOUTH, LLC., RENEWING THE AGREEMENT BEYOND THE INITIAL EXPIRATION DATE OF SEPTEMBER 10, 2033, FOR FIVE ADDITIONAL SUCCESSIVE FIVE-YEAR TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE SITE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 19, 2005, the City of Miramar ("City") Commission adopted Resolution No. 06-39 approving a Site Lease Agreement ("Agreement") with Omnipoint Holdings, Inc., d/b/a T-Mobile South, LLC; and

WHEREAS, the Agreement designated use of approximately 200 square feet on ground space of City's property located at 6700 Miramar Parkway for placement of T-Mobile communications facilities and ground equipment; and

WHEREAS, the initial term of the Agreement was for a period of five (5) years with four additional five-year automatic renewal terms; and

WHEREAS, the current agreement is still in effect through September 10, 2033; and

WHEREAS, T-Mobile desires to maintain and continue the long-term relationship

Reso. No. _____

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1/22/25

by extending the current term of the Agreement, beyond the initial expiration date of September 10, 2033; and

WHEREAS, Lessee desires to renew the term of the existing Agreement to provide for T-Mobile continued placement of its permanent facilities and equipment on the Leased Premises; and

WHEREAS, the term of the Agreement will be modified and shall be effective for a renewal term of five (5) additional successive five-year renewal terms, commencing on September 10, 2033; and

WHEREAS, in consideration for renewal of the existing agreement, T-Mobile will pay monthly rent to the City in the amount of Four Thousand, Nine Hundred Ninety-Five Dollars and Twenty-Two Cents (\$4,995.22) with a rent escalator of four (4) percent commencing September 10, 2024; and

WHEREAS, the City Manager recommends approval of the First Amendment to Site Lease Agreement between the City of Miramar and T-Mobile South, LLC; attached hereto as Exhibit "A;" and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute the First Amendment to Site Lease Agreement between the City of Miramar and T-Mobile South, LLC; renewing the agreement beyond the initial expiration date of September 10,

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2033, for five additional successive five-year terms; providing for continued placement of its permanent facilities and equipment on the Leased Premises located at 6700 Miramar Parkway, Miramar, FL 33023, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That it approves the First Amendment to the Site Lease Agreement between the City of Miramar and T-Mobile South, LLC; renewing the Agreement beyond the initial expiration date of September 10, 2033, for five additional successive five-year terms; providing for continued placement of its permanent facilities and equipment on the Leased Premises located at 6700 Miramar Parkway, Miramar, FL 33023.

Section 3: That it authorizes the City Manager to execute the First Amendment to the Site Lease Agreement between the City of Miramar and T-Mobile South, LLC in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Mayor Wayne M. Messam

Voted

FIRST AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (the "First Amendment") is effective as of the last signature below (the "Effective Date"), by and between City of Miramar ("Owner"), and T-Mobile South LLC, a Delaware limited liability company ("Lessee") (each a "Party", or collectively, the "Parties").

Owner and Lessee (or their predecessors-in) entered into that certain Site Lease Agreement dated August 11th, 2008, (collectively, the "Agreement") regarding the leased premises ("Site") located at 6700 Miramar Parkway, Miramar, FL 33023 (the "Property").

For good and valuable consideration, Owner and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term provided that Lessee may elect not to renew by providing Owner at least thirty (30) days' notice prior to the expiration of the then current Renewal Term. Owner may elect not to renew by providing Lessee 24 months' notice prior to the expiration of the then current Renewal Term. Owner's non-renewal rights goes into effect beginning September 10, 2033.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Lessee shall pay Owner Four Thousand Nine Hundred Ninety- Five and 22/100 Dollars (\$4,995.22) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the Rent will escalate by 4% on September 10, 2024, and each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.
3. Upon the Effective Date of the First Amendment, in addition to any rights set forth in the Agreement: Lessee and its employees, representatives and agents will have twenty-four (24) hour access, seven (7) days per week to the Site at no additional charge.
4. Owner hereby grants Lessee the right and consents to Lessee's expansion of its Antenna Facilities and the installation of a new 6 x 12 area with a natural gas generator as described and depicted in Exhibit A- 1 attached to this First Amendment, provided that the gas is not stored on the premises. In connection with this expansion to its Antenna Facilities, Lessor agrees that the Rent set forth in Paragraph 2 hereof, will increase by Three Hundred and 00/100 (\$300.00) per month, effective as of the start of construction.
5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are

effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 6FB1439M

If to Owner:

City of Miramar
2300 Civic Center Place
Miramar, FL 33023

6. Lessee and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
7. Any charges payable under the Agreement other than Rent shall be billed by Owner to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Owner.
8. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
9. This this First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this First Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Lessee to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

11. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Owner:

City of Miramar

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

T-Mobile South LLC, a Delaware limited liability company

By: *T. B. Chandler*

Print Name: Tim B. Chandler

Title: SR. Dir Eng + Ops

Date: 11/13/24

TMO Legal
Digitally signed
by TMO Legal
Date:
2024.11.04
11:02:01 -05'00'



ABSTRACT & APPROVAL SHEET
EXISTING SITE /MISCELLANEOUS AGREEMENTS

Lease Amendment Reference: 6FB1439M/101124.134241.LA

Submitter Details	
Name: Bart Simon	Email: bart.simon@towerquest.com
Phone: 9544442822	Submitter is site acq?: Yes
Firm Name: TowerQuest	

Site Details	
Site ID: 6FB1439M	Site Name: SFL276 - 5_276 - Miramar Fire Station
Site Address:6700 Miramar Parkway Hollywood FLORIDA 33023	Site Type: Monopole
	Market: MIAMI FL
	Region: SOUTH
	Ring ID: 6FB1439
Are the above details correct?: Yes	

Lease Details
Lease ID: 143660

POR Information	
NLG POR Type 1: Hardening National	NLG POR Type 2:
NLG POR Type 3:	NLG POR Type 4:

Request Details
Amendment Type: Renewal/Option
Amendment Template: T-Mobile Form
Amendment Summary: Amendment is for renewal of lease as well as add rights, for an additional fee, for the installation of a generator. Renewal is for 5 additional 5 year options



555 N Congress Avenue, Suite 207, Boynton Beach, FL 33426

To: Horace Derricks
From: Towerquest, Bart Simon

Date: 11/29/24
Re: Partially Executed amendment for 6700 Miramar Parkway, Ho

Please find enclosed the partially executed agreements for the renewal and generator lease space for the above referenced address. Please advise if anything additional is needed for the full execution of this amendment. Thank you in advance for your time on this matter.

Respectfully;

Bart Simon

954-444-2822

**SITE LEASE AGREEMENT
BETWEEN THE CITY OF MIRAMAR, FLORIDA AND
OMNIPOINT HOLDINGS, INC., D/B/A T-MOBILE**

Site Name: Water Tower/City of Miramar **Lessee's Site I. D.** _____
No. Address: 7000 Miramar Parkway, Miramar, Florida

1. Premises and Use. The City of Miramar, a Florida municipal corporation ("Owner") leases to Omnipoint Holdings, Inc., a Delaware Corporation, d/b/a T-Mobile ("Lessee") with principal place of business of 3111 W. Dr. MLK Jr. Blvd., Suite 400, Tampa, FL 33607, (the "Site") described below which is part of that certain real property owned by Owner (the "Property") more fully described in Exhibit A:

[Check appropriate box(es)]

XX Land consisting of approximately 200 square feet (10' x 20') upon which Lessee will construct its equipment base station

☐ Building interior space consisting of approximately __ x __ feet (___ square feet);

☐ Building exterior space for attachment of antennas;

☐ Building exterior space for placement of base station equipment;

XX Water Tower antenna space (the "Water Tower");

XX Space required for cable runs to connect communications equipment and antennas;

in the location(s) shown on the Site Plan 05-DRC-17 approved by Owner on October 19, 2005, together with the non-exclusive use of an area extending from the nearest public right-of-way, S.W. 69th Avenue, to the Site, for access and installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area. Lessee shall have access to the ground space portion, associated with Lessee's facilities, of the Site 24 hours a day, 7 days a week. Lessee's access to the Water Tower is governed by Section 30 of this Agreement. The Site will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications facility ("Facility"), including, without limitation, antennas and communications equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and appurtenances and, if applicable to the Site, an antenna structure, all in accordance with Owner's applicable ordinances (the "Equipment"). Prior to commencing construction of the Site and installation of the Equipment, Lessee shall submit plans and specifications for all Equipment and Facilities to Owner for Owner's written approval (which approval will not be unreasonably withheld), which approval constitutes Owner's approval under this Agreement but does not constitute approval otherwise required by the Code of the City of Miramar, which governmental approvals and permits are to be separately applied for by Lessee. In all respects, throughout this Agreement, any time Owner's consent is required such consent may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued. Subject to the access restrictions contained in Section 30 of this Agreement, following the initial installation of the Equipment, Lessee may, at any time, modify, supplement, replace, remove or

relocate any of the Equipment or other appurtenances located on the ground space during the term of this Agreement. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment. In the event Owner's consent is required for any modification, such consent shall not be unreasonably withheld, conditioned or delayed.

2. 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 five (5) 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. Lessee agrees to submit its building permit application within thirty (30) days after the execution of this Agreement. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Owner notice of Lessee's intention that the Agreement not be renewed not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the fourth (4th) Renewal Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement 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 one (1) year 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 four percent (104%) of the annual rental payable with respect to the immediately preceding one (1) year term.

3. Rent. Commencing on the Commencement Date, Lessee shall pay Owner a lump sum annual rent payment in the amount of Twenty-Nine Thousand Dollars (\$29,000.00). This annual rental amount shall remain the same during the Initial Term of this Agreement. The decreased rent during the Initial Term is in consideration of Lessee's agreement to make a capital contribution to the City in accordance with this Agreement. Upon the commencement of the first Renewal Term, annual rent shall increase to Thirty-Four Thousand Dollars (\$34,000.00). Commencing on the sixth annual anniversary of the Commencement Date, and annually thereafter, rent will increase by three percent (3%) of the amount paid during the immediately preceding year. Notwithstanding anything in this Agreement to the contrary, commencing on the first annual anniversary of the Commencement Date and thereafter during the term of this Agreement, annual rent shall be paid by Lessee to the Owner in equal monthly installments, in advance.

4. Title and Quiet Possession. Owner and Lessee, as applicable, represent and agree (a) that it is the owner of the Property and has the legal right to use the Access Area and to grant Lessee the right to use the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site, in accordance with this Agreement, and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Equipment.

5. Assignment/Subletting. Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may assign or transfer this Agreement without Owner's prior written consent to Lessee's principal(s), affiliates, subsidiaries of its principal(s) and affiliates or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Site is located by reason of a merger, acquisition or other business reorganization. Lessee may not sublet the Site without the Owner's prior written consent. No assignment, transfer or sublet shall release Lessee from its obligations hereunder unless expressly agreed to in writing by Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender). Notices to Lessee are to be sent to: Omnipoint Holdings, Inc., c/o d/b/a T-Mobile, 3111 W. Dr. MLK Jr. Blvd., Suite 400, Tampa, FL 33607, Attn: Lease Administrator, with copies to Omnipoint Holdings, Inc., c/o d/b/a T-Mobile, 12920 SE 38th Street, Bellevue, WA 98006, Attn: PCS Lease Administration. Notices to Owner must be sent to the City of Miramar, 2300 Civic Center Place, Miramar, FL 33025, Attn: City Manager, with a copy to the City Attorney, Weiss, Serota, Helfman, Attn: Mr. Gary Resnick, 3107 Stirling Road, Suite 300, Fort Lauderdale, FL 33312.

7. Improvements. Except for improvements which do not require Owner's consent as set forth in Paragraph 1 above, Lessee may, at its expense and upon the prior written consent of Owner (which consent shall not be unreasonably withheld, conditioned or delayed), make such improvements' on the Site as it deems necessary from time to time for the operation of the Facility (the "Improvements"). Notwithstanding anything herein to the contrary, any Improvements, including: without limitation: Lessee's initial improvements, that affect the Water Tower, shall require Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except where such improvements affect the structure of the Water Tower, in which case Lessee shall be responsible for any structural modifications to the Water Tower approved by Owner in connection with the Improvements. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Site and the Improvements, at no cost to Owner. Lessee is liable for damage to the Site, or any of Owner's equipment located thereon, caused by the Improvements or the installation, maintenance, removal or replacement thereof. Within sixty (60) days after the termination or expiration of this Agreement, Lessee shall remove its equipment and the Improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss as specified in Paragraph 33 of this Agreement. Owner 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 Site 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 sixty (60) days. In the event Lessee does not remove such items within said

sixty (60) day period, Owner 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 Site shall be deemed the property of Owner. Lessee agrees that once the equipment, fixtures and/or personal property remaining is deemed the Owner's property, that Owner shall have the option, for twelve months, to remove said items and to charge Lessee for the costs associated with the removal of said items.

8. Compliance with Laws. To the best of Owner's knowledge, without inquiry, Owner represents that the Property, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Owner covenants that it will keep the Property (including the Water Tower) in good repair as required by all federal, state, county and local laws, including without limitation any federal rules and regulations with regard to the lighting, marking and painting of towers. Lessee will comply with all applicable laws, ordinances and regulations relating to its specific use of the Site.

9. Interference. Lessee agrees to have installed radio equipment of the type and frequency which will not cause measurable interference problems with other equipment located on the Property as of the effective date of this Agreement. Lessee understands and agrees that the continuity of Owner's Public Safety Equipment (as defined in Section 18 of this Agreement) is of paramount importance to Owner. Lessee shall at all times exercise the highest standard of care and judgment to prevent damage to or interference with Owner's Public Safety Equipment. In the event Lessee desires to add equipment to the Site at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with other pre-existing equipment then located on the Property. Notwithstanding anything to the contrary herein, the Lessee shall comply with Section 814.4(E) (1)-(4) of the City's Land Development Code, which is entitled "Interference with public safety telecommunications." Likewise, subject to the terms of Section 18 of this Agreement regarding Owner's Public Safety Equipment, Owner will not permit or suffer the installation, modification or replacement of any future non-Owner equipment at or on the Property which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site. Lessee and Owner agree, within 24 hours after receipt of written notice from the other party, to resolve, at its sole cost and expense, any technical interference arising out of a violation of the provisions of this Paragraph. In the event the interfering party is unable to resolve the technical interference within said 24 hours, the interfering party agrees to power down its communications equipment or portion thereof (or in the case of a subsequent third party co-locator interfering with Lessee's equipment, Owner agrees to use its best efforts to cause said third party to power down its communications equipment or portion thereof) causing said interference until such time as the interference is eliminated; provided, however, the interfering party shall have the right to briefly resume normal-power output of its communications equipment for testing purposes. In the event that the interference is not temporarily cured by powering down the equipment in question, then the interfering party must shut down all power to the equipment causing the interference. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Owner does hereby reserve any and all rights under Federal and State law regarding interference

from Lessee's equipment.

10. Utilities. To the best of Owner's knowledge, without inquiry, Owner represents that utilities adequate for Lessee's use of the Site are available. Lessee will pay for all utilities used by it at the Site. Owner will reasonably cooperate, at no cost to Owner, with Lessee in Lessee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. Lessee may terminate this Agreement at any time upon sixty (60) days prior written notice to Owner without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Facility or if any such approval is subsequently canceled, expires or terminated through no fault of Lessee, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or Lessee determines that the Site is no longer technically compatible for its intended use. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, or such termination results from Lessee's interference with Owner's Public Safety Equipment (as defined in Section 18 below), in which event Lessee shall receive a prorated reimbursement of said prepaid rent.

12. Default. If either party is in default under this Agreement for a period of (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of 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 thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) 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.

13. Indemnity. Lessee indemnifies the Owner against and holds the Owner harmless 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 ownership, use and/or occupancy of the Site or the Water Tower by Lessee; provided, however, this indemnity does not apply to the extent of any claims arising from the negligence or intentional misconduct of Owner, its employees contractors or agents. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents, to the best of Owner'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. Lessee shall be responsible for and indemnify the

Owner for any Substances introduced, generated, stored or used at the Site by Lessee.

15. Intentionally Deleted.

16. Taxes and Assessments. Lessee shall pay, on or before their respective due dates, to the appropriate collecting authority, all real estate taxes, assessments and fees, which are now or may hereafter be levied upon the Site as a result of installation of the Facility, or upon Lessee, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder (excluding any income tax, franchise or other similar corporate or partnership tax levied against Owner), including, but not limited to, any applicable ad valorem, sales or excise taxes, and 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. Lessee shall have the right, at its sole option and 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 Owner's best interest, Owner 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.

17. Insurance. Lessee will procure and maintain commercial comprehensive general liability and property 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 Owner naming Owner as an additional insured under such liability policy within thirty (30) days of written request. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner.

18. Maintenance. Lessee, at its sole cost and expense, will be responsible for repairing and maintaining the Facility and any other Improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts or omissions of Owner, its agents or employees, Owner shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the Property in a proper operating and reasonably safe condition. If any repair or maintenance of the Property is required due to the acts or omissions of Lessee, its agents or employees, Lessee shall reimburse Owner the reasonable costs incurred by Owner to restore the damaged areas to the condition which existed immediately prior thereto. Lessee agrees to reasonably cooperate with Owner in the event Owner needs to make repairs to the Water Tower which would require temporary removal of Lessee's communications equipment, subject to the following conditions: (i) Owner shall provide at least thirty (30) days prior written notice to Lessee of the need to make any such repairs, which notice shall give detail on the type of repairs that will occur (the "Notice"), provided, however, any repair work necessitated by events beyond Owner's control or required to meet regulatory requirements and for which Owner is unable to give 30 days prior notice, Owner 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 communications equipment as may be necessary to accommodate the repairs by Owner, to a substitute location specified by Owner, if available; and (iii) in the event Lessee's communications equipment located on the Water Tower or on the ground adjacent to the Water Tower must be temporarily relocated, Lessee will have the right to use a temporary transmission site or cell on wheels ("COW") on the Owner's property at a location sufficient to meet Lessee's coverage or engineering needs and as reasonably agreed upon by the parties. Owner 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 communications equipment needs to be relocated. Lessee shall be afforded the opportunity and sufficient time to install temporary communications equipment in alternative locations on the Water Tower prior to removing its existing communications equipment to ensure that Lessee has continuous coverage. Under no circumstances will Owner or anyone acting on its behalf attempt to move, relocate or remove any communications equipment of Lessee, unless Lessee has not commenced the temporary relocation of its communications equipment at least ten (10) days prior to the commencement of the repairs by Owner as specified in the Notice. Notwithstanding anything to the contrary in this Agreement, Lessee acknowledges and agrees that Owner reserves the right to place on the Water Tower communications equipment necessary to link Owner's Fire, Police, Community Service and Public Works/Utilities departments to Owner's central 'LAN hub (hereinafter said equipment is referred to as "Owner's Public' Safety Equipment"). Currently the Owner plans on installing Breezecom units which use the 802.11 wireless LAN standards with frequency hopping modulation in the frequency band of 2.4 GHz to 2.4835 GHz. Owner agrees that after Lessee has installed its equipment pursuant to plans approved by Owner and pursuant to a building permit issued by all pertinent City departments, Lessee shall not be required to relocate its equipment to accommodate the installation of Owner's Public Safety Equipment, unless the City determines that the relocation of Lessee's equipment is the only means necessary for the proper operation of Owner's Public Safety Equipment. In addition, Lessee acknowledges and agrees that if the operation of its equipment interferes with the operation of Owner's Public Safety Equipment, then it will be Lessee's responsibility to cure such interference in accordance with the provisions of Section 9 above. In the event Lessee is unable to cure such interference, or in the event Lessee is required to relocate its equipment and is unable to find satisfactory replacement space, then Lessee shall be entitled to terminate this Agreement. Upon termination, Lessee shall receive a prorated reimbursement of any prepaid rent.

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 Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner 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 Owner 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 the antennas, 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. Intentionally Deleted.

21. Additional Rent. In the event of any default of this Agreement by Lessee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Lessee; provided, however, unless Lessee's equipment is deemed to have become Owner's property pursuant to Paragraph 7 hereof or Lessee fails to timely remove its equipment pursuant to Paragraph 18 hereof, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Lessee's equipment. If Owner elects to cure such default, then any sum of money so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Lessee to Owner on the first day of the month following the incurring of the respective expenses.

22. No Waiver of Police Power. Owner 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 Owner 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.

23. Late Fees. Lessee shall pay Owner a late payment charge equal to five (5%) percent of the late payment for any payment not paid within fifteen (15) calendar days after receipt of written notice from Owner 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. Intentionally Deleted.

25. As-Is. By taking possession of the Site, Lessee accepts the Site in the condition existing as of the date of execution of this Agreement. Owner makes no representation or warranty with respect to the condition of the Site and Owner shall not be liable for any latent or patent defect in the Site. Owner 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 the Site.

26. Cost-Recovery. Owner and Lessee acknowledge that Lessee has paid to Owner an initial application fee of Two-Thousand Five-Hundred (\$2,500.00) Dollars as well as a subsequent cost recovery payment for the Owner's costs and expenses, including legal fees incurred by Owner in connection with the negotiation of this Agreement and site plan review costs. Lessee agrees to pay all additional cost recovery expenses associated with the review of the site plan and the

negotiation of this initial Agreement and any subsequent amendments within thirty (30) days after receiving an invoice for same.

27. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, including all costs and expense incurred through all appeals, (g) 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, and (h) 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.

28. Non-Binding Until Fully Executed. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

29. Surveys. Owner hereby grants to Lessee the right to survey the Site and said survey shall then become Exhibit B which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit A. Cost for such work shall be borne by the Lessee.

30. Access to Water Tower. Lessee agrees to provide Owner with reasonable prior notice of its need to access the Water Tower and Owner agrees to provide such access within 24 hours after request by Lessee. The Lessee agrees that the Owner's public safety considerations are paramount to those concerns of the Lessee. In the event of an emergency, prior notice and consent are still required; however, the Owner shall be under a duty to make its best efforts to grant immediate access. To the extent that immediate access cannot be granted, the Owner shall grant the Lessee access no later than 2 hours after receiving a request for such emergency access. Owner shall be responsible for providing Lessee with appropriate telephone contact numbers.

31. Rights Upon Sale. Should Owner at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee

32. Casualty. In the event of damage by fire or other casualty to the Site that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Site is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Site for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Owner has not completed the restoration required to permit Lessee to resume its operation at the Site, terminate this Agreement upon fifteen (15) days written notice to Owner. 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. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

33. Survival. The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. Security Fund. Prior to any construction, Lessee shall establish a cash security fund, or provide the city with an irrevocable letter of credit or security bond in accordance with Section 814.10 of the City Code in the amount of \$25,000 for the Facility.


35. Capital Contribution. Lessee agrees, within thirty (30) days after execution of this Agreement by both parties, to pay Owner the sum of Ten Thousand Dollars (\$10,000.00). Lessee acknowledges that the capital contribution is in addition to any other review fee or rental amount due under this Agreement or pursuant to the City Code.

36. Removal of Water Tower. In the event the Water Tower is destroyed or torn down for any reason (an "Event of Removal"), this Lease shall terminate unless otherwise continued pursuant to this paragraph. If Owner desires to tear down the Water Tower, Owner agrees that it shall give Lessee written notice of such decision at least one (1) year prior to the date that the Water Tower is scheduled to be torn down. Should an Event of Removal occur prior to the conclusion of the Initial Term, Lessee shall be entitled to relocate its Equipment onto another structure under the control of Owner in the general vicinity of the Site ("Alternate Structure"). If Owner is unable to offer a suitable Alternate Structure, Lessee shall be permitted to erect its own communications tower on the Property in a location approved by Owner. Any such tower must comply with Owner's generally applicable regulations for tower installation. In an Event of Removal, if Lessee erects its own communications tower or there is an existing communications tower on the Property on which Lessee may co-locate its antennas, Lessee may elect to transfer this Lease for its unexpired Initial or Renewal Terms to such communications tower and the provisions herein shall apply to Lessee's use of Owner's Property occupied by such communications tower. Lessee shall notify Owner of its election to either terminate the lease, locate on an Alternate Structure, erect its own communications tower or co-locate on an existing communications tower at least ninety (90) days prior to the date the Water Tower is scheduled to be torn down.

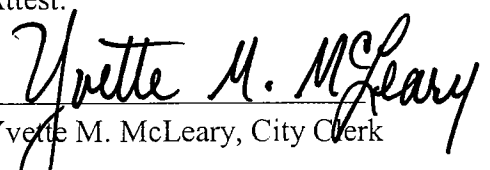
The following Exhibits are attached to and made a part of this Agreement: Exhibits A, and B.

[Remainder of Page Left Blank, Signature Page to Follow]

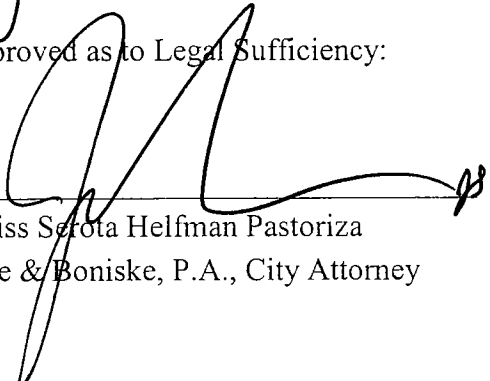
CITY OF MIRAMAR, FLORIDA

By: 
Robert A. Payton, City Manager

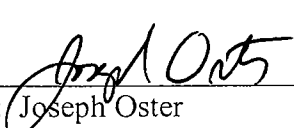
Attest:


Yvette M. McLeary, City Clerk

Approved as to Legal Sufficiency:

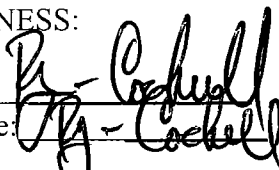

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.A., City Attorney

LESSEE: Omnipoint Holdings, Inc.

By: 
Name: Joseph Oster
Title: Director of Engineering and Operations

Date: 10/19/05

WITNESS:

By: 
Name: P. Coehell

WITNESS:

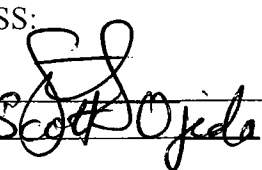
By: 
Name: Scott Ojeda

EXHIBIT A

Site Name: Water Tower/City of Miramar
Address: 7000 Miramar Parkway, Miramar, Florida

Site Lease Agreement

Site Description

Site situated in the City of Miramar, County of Broward, State of Florida, commonly described as follows:

Legal Description:

26-51-41 COMM AT SW COR OF NW1/4, ELY ALG S/L 402.04 TO POB, CONT ELY FOR 872.29, NLY 420.20, WLY 50, NLY 20, SWLY 104.40, SWLY 258, SWLY 494.74 TO E R/W/L OF SS PKWY, SLY ALG SAME FOR 135.74, SELY 102.28, S 125.22 TO POB

EXHIBIT B

Site Name: Water Tower/City of Miramar
Address: 7000 Miramar Parkway, Miramar, Florida

Site Lease Agreement

Survey: See Attached

8100 S.W. 10th STREET
SUITE 1000
MIAMI, FLORIDA 33154
TEL: (305) 683-7100
FAX: (305) 683-7200

MACTEC ENGINEERING & CONSULTING, INC.
3042 S.W. 18th STREET
SUITE 1000
MIAMI, FLORIDA 33154
TEL: (305) 682-5558
FAX: (305) 682-1795

CERTIFICATE OF AUTHORIZATION # 7428
PROJECT NO. 0708-05-007 (18)

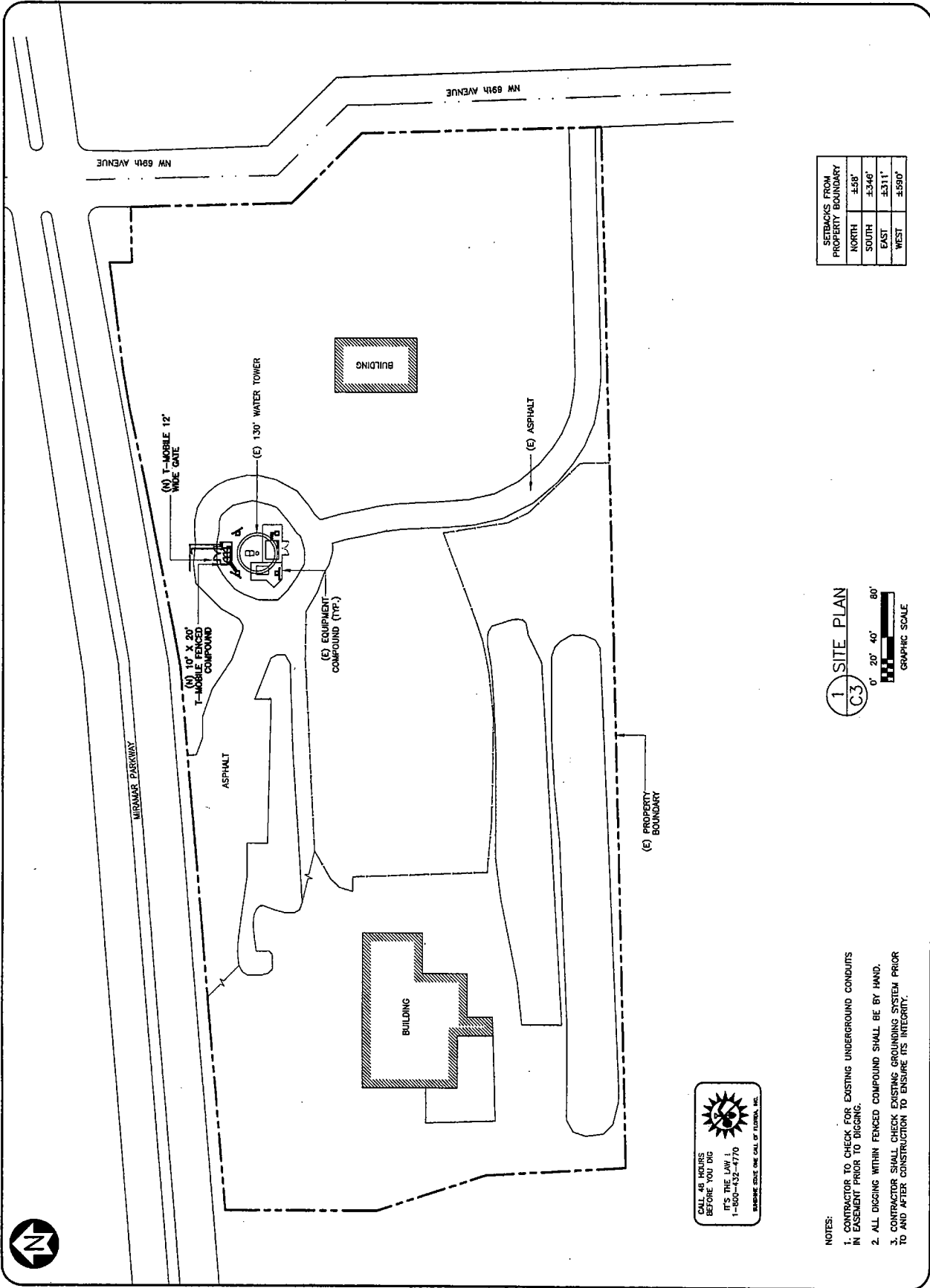
REV	DATE	DESCRIPTION
0	3/22/05	FOR PERMIT

DESIGNED BY: A. LOZANO
CHECKED BY: J. GARCIA
PROFESSIONAL ENGINEER

SOURCE: (NOT VALID WITHOUT SIGNATURE OF PROFESSIONAL ENGINEER)
DATE: 03/25/05
NAME: MARTIN H. SAH
STATE: FLORIDA
LICENSE NO.: 22187
EXP. DATE: 02/28/07

MIRAMAR WATER TOWER
FB1229A
6850 MIRAMAR PARKWAY
MIAMI, FL 33133

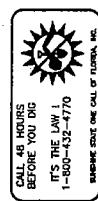
SHEET NAME
SITE PLAN
SHEET NUMBER
C3



SETBACKS FROM PROPERTY BOUNDARY	
NORTH	+58'
SOUTH	-348'
EAST	-311'
WEST	-590'

1 SITE PLAN
C3

0' 20' 40' 80'
GRAPHIC SCALE



- NOTES:
- CONTRACTOR TO CHECK FOR EXISTING UNDERGROUND CONDUITS IN EXISTENCE PRIOR TO DIGGING.
 - ALL DIGGING WITHIN FENCED COMPOUND SHALL BE BY HAND.
 - CONTRACTOR SHALL CHECK EXISTING GROUNDING SYSTEM PRIOR TO AND AFTER CONSTRUCTION TO ENSURE ITS INTEGRITY.