

Cell Site Name/FA Number: FL-10 / 10070106  
Address: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
NEW CINGULAR WIRELESS PCS, LLC**

This License Agreement (“License Agreement”) is entered into between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, whose address is 1025 Lenox Park Blvd. Northeast, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319, as contracting agent on behalf of the applicable AT&T affiliated entities providing wireless telecommunications equipment and services (“Carrier” or “AT&T”). County and Carrier are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS**

A. County owns the property and the improvements located at 1950 Eisenhower Boulevard, Fort Lauderdale, Florida (“County Property”), as more particularly described on **Exhibit A**, attached hereto and made a part hereof.

B. Carrier requires a license from County to access certain portions of the County Property to install, maintain, inspect, remove, augment and operate the equipment necessary to extend and distribute Carrier’s wireless communications signal within the County Property.

C. For a period not to exceed two (2) years commencing as of the effective date of the MOU (as defined below) and expiring ninety (90) days after the completion of Carrier’s construction of the Communication Facility (the “Temporary Facility Term”), the Parties also desire to allow a designated space for Carrier to place a temporary cell on wheels (the “Temporary Facility”) on a portion of the County Property, subject to the terms and conditions of this License Agreement, including but not limited to access.

D. This License Agreement is entered pursuant to that certain Memorandum of Understanding Between New Cingular Wireless PCS, LLC and Broward County Regarding Microcell Facility and Macro Lease (“MOU”), dated February 20, 2020, attached hereto as **Exhibit C**.

E. County finds it to be in the public interest to grant Carrier a license for the use stated herein under the terms and conditions set forth below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## LICENSE AGREEMENT

### 1. DESCRIPTION OF LICENSED PREMISES:

County hereby grants to Carrier the right, license, and privilege of accessing and using a portion of the County Property, which is more particularly described on **Exhibit B**, attached hereto and made a part hereof ("Licensed Premises"), in accordance with the terms of this License Agreement. Carrier shall not use the Licensed Premises for any reason other than as specifically permitted in this License Agreement. County shall permit Carrier and its contractors, subcontractors, employees and agents (collectively, the "Carrier's Representatives") to enter the County Property in such areas mutually agreed to by County and Carrier solely for the purposes of obtaining access to the Licensed Premises, Communication Facility, the Temporary Facility, and the Surrounding Property, as each are respectively defined in this License Agreement, and to perform any other work required or permitted under this License Agreement in accordance with the terms of this License Agreement.

### 2. MEMORANDUM OF UNDERSTANDING:

The Parties hereby acknowledge that all of the terms and conditions of the MOU, attached hereto as **Exhibit C** are incorporated herein by this reference, as more particularly described on **Exhibit C**.

### 3. TERM/RENEWAL:

3.1. Effective Date. This Agreement shall be effective retroactive to February 20, 2020 ("Effective Date"). Subject to Carrier having access to the Licensed Premises without restrictions, the AT&T Work (as is defined in the MOU) must be completed within the Temporary Facility Term.

3.2. Initial Term. The term of this License Agreement shall be fifteen (15) years commencing on the Effective Date ("Initial Term").

3.3. Renewal Terms. This License Agreement will automatically renew for one (1) additional five (5) year term upon the same terms and conditions set forth herein unless either Party notifies the other in writing of its intention not to renew this License Agreement at least sixty (60) days prior to the expiration of the Initial Term ("First Renewal Option"). County agrees not to exercise its right to not renew for the First Renewal Term unless the space used for the placement of antennas is to be demolished or the Convention Center will undergo renovations or construction.

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Following the term of the First Renewal Option, this License Agreement may be renewed for two (2) additional periods of five (5) years each upon the same terms and conditions set forth herein by mutual agreement of the Parties (each five (5) year term is hereinafter referred to as the "Second Renewal Option" and "Third Renewal Option," respectively). If either Party intends to not renew this License Agreement, the Party must provide notice to the other Party at least sixty (60) days prior to the expiration of the then-existing term.

If County sends written notice to nonrenew after the Initial Term, the First Renewal Option, or the Second Renewal Option, the License Agreement shall expire per its terms upon the expiration of the then-existing term with no further obligations owed by County associated therewith. The Initial Term, the First Renewal Option, the Second Renewal Option, and the Third Renewal Option, if any are exercised, are collectively referred to herein as the "Term."

4. LICENSE FEE:

Subject to the provisions of Section 4 of the MOU, commencing on the date that Carrier commences construction of the AT&T Work ("Commencement Date"), Carrier shall pay to County a fee ("Licensee Fee") in the amount of Thirty-Eight Thousand Three Hundred Fifty-Two and 50/100 Dollars (\$38,352.50) annually, which amount shall be increased by three percent (3%) per year (the "Annual Increase"), commencing on the first anniversary of the Commencement Date. Any rent or additional rent payable for one or more full calendar months in a partial calendar year at the beginning or end of a Term shall be prorated based upon the number of months. Any rent or additional rent payable for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

5. CARRIER WORK, LICENSE FEE ABATEMENT:

In accordance with Section 5 of the MOU, Carrier and County will coordinate to permit Carrier to complete the AT&T Work (as such term is defined in the MOU). As provided in Section 6 of the MOU, County's contribution towards the AT&T Work will be deducted from the Licensee Fee to be paid by Carrier to County pursuant to this License Agreement.

6. TAXES:

If any taxes, fines, and assessments are levied under this License Agreement and are related to Carrier's use of the Licensed Premises ("Taxes"), Carrier shall directly pay such Taxes to the applicable taxing authority. In the event County receives a notice of assessment with respect to which taxes or assessments are imposed on Carrier's improvements on the Licensed Premises, County shall provide Carrier with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If County does not provide such notice or notices to Carrier in a timely manner and Carrier's rights with respect to such taxes are prejudiced by the delay, Carrier shall not be responsible for any liens or penalties directly resulting from the delay. For any tax amount for which Carrier is responsible under this License Agreement, Carrier shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law.

7. USE OF LICENSED PREMISES; TEMPORARY FACILITY:

7.1 Use of Licensed Premises.

7.1.1 Carrier and Carrier's Representatives may use the Licensed Premises for the transmission and reception of wireless communications signals using the previously installed and existing AT&T Equipment, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Licensed Premises (collectively, the "Communication Facility"); Carrier further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Carrier or County (collectively, the "Permitted Use"). The Licensed Premises shall not be used for any purpose whatsoever other than the Permitted Use without the prior written consent of County. County and Carrier agree that any portion of the Communication Facility that may be conceptually described on **Exhibit B** will not be deemed to limit Carrier's Permitted Use.

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7.1.2 Upon Carrier's request, County shall permit Carrier and Carrier's Representatives to use such portions of County's contiguous, adjoining or surrounding property ("Surrounding Property"), as may reasonably be required during construction and installation of the Communication Facility for a period not to exceed ninety (90) days from the start of construction.

7.1.3 Subject to County's prior written consent, which shall not be unreasonably withheld, Carrier has the right, at its sole expense, to: (i) install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the County Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Carrier; (ii) undertake any reasonable and appropriate means to secure the Licensed Premises, and (iii) modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this License Agreement. It shall not be deemed unreasonable for County to withhold its consent in the event the proposed installation or modification would adversely impact the County Property or any systems therein or otherwise violate the interference provisions of this Agreement.

7.1.4 Subject to prior written consent from County, which shall not be unreasonably withheld, Carrier will be allowed to make such alterations to the Licensed Premises and other portions of the County Property in order to ensure that Carrier's Communication Facility complies with all applicable federal, state or local laws, rules or regulations ("Legal Requirements"). It shall not be deemed unreasonable for County to withhold its consent in the event the proposed installation or modification would adversely affect the County Property, or otherwise violate the interference provisions of this Agreement. In the event Carrier is required to modify or upgrade the Communication Facility to comply with Legal Requirements and such modification or upgrade requires the use of an additional portion of the County Property (the "Additional Premises"), County and Carrier agree to work in good faith to amend this License Agreement and the Approved Plans (as this term is defined herein) to add the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent for the Additional Premises shall be negotiated in good faith based upon the additional square footage required for the Additional Premises. If the Parties reach an agreement as to the Additional Premises, County agrees to take such actions and enter into and deliver to Carrier such documents as Carrier

reasonably requests in order to effect and memorialize the lease of the Additional Premises to Carrier.

## 7.2 Approved Plans.

7.2.1 The Parties agree and acknowledge that County has preliminarily approved the plans for the Temporary Facility, as depicted on **Exhibit E**, but the approval remains subject to the jurisdictional permit approval process. Provided there are no changes required as a result of the jurisdictional approval process, County's execution of this License Agreement shall be deemed as final approval of the Temporary Facility plans on **Exhibit E**.

7.2.2 Prior to commencing any modification or alteration work on the Licensed Premises after the initial installation, Carrier shall provide County with drawings, plans, and/or specifications reasonably detailing the location and size of the Carrier Equipment ("Plans") to be reviewed and approved by the Contract Administrator as provided in Section 7.2.3, such approval not to be unreasonably withheld, conditioned, or delayed.

7.2.3 The Contract Administrator shall give Carrier written notice as to whether County approves of the Plans no later than thirty (30) calendar days after County receives the Plans from Carrier. If County approved the Plans, such as shall be deemed the "Approved Plans." If County disapproves of the Plans, the written notice shall specify the reasons for County's disapproval ("Disapproval Notice"). Carrier shall revise the Plans in accordance with the Disapproval Notice and shall submit new Plans to County after receiving the Disapproval Notice. County shall follow the same process described in this section for review of the subsequent submission of the Plans.

## 7.3 Installation.

7.3.1 Carrier and Carrier's Representatives may complete the AT&T Work and install the Carrier Equipment, at Carrier's sole cost and expense, and in accordance with the Approved Plans ("Carrier Installation"), provided that Carrier shall:

- a. perform such construction in a safe manner, consistent with generally accepted construction standards; and

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b. perform such construction and work in such a way as to reasonably minimize interference with the operation of the Licensed Premises; and

c. obtain, prior to the commencement of any construction and work, necessary federal, state, and municipal permits, licenses, and approvals.

7.3.2 Carrier shall schedule the dates and times necessary for the Carrier Installation with the Contract Administrator. Subject to County providing access to the Premises in accordance with Section 11, Carrier shall complete the Carrier Installation within a commercially reasonable timeframe, but no later than October 31, 2021.

#### 7.4 Temporary Facility.

7.4.1 Carrier shall have the right during the Temporary Facility Term to place a Temporary Facility on top of the parking garage that is adjacent to the Convention Center property as more particularly described on **Exhibit D**. Carrier shall coordinate the work with County's Site Developer and shall perform the work in a professional manner that does not disrupt or delay County's ongoing construction activities in and around the Convention Center.

7.4.2 During the Temporary Facility Term, Carrier shall pay to County, as a license fee for the Temporary Facility, the sum of Six Thousand Dollars (\$6,000.00) per year ("Temporary Facility Fee"). Carrier shall pay Temporary Facility Fee to County no later than sixty (60) days after the date of execution of this License Agreement.

#### 8. PARTY RESPONSIBILITIES:

8.1 Carrier shall supply at no cost to County, any conduit, holes, penetrations, wire ways, fiber wiring, utilities, and any other items which County, in its sole discretion, determines is necessary for the completion of the Carrier Installation. If any extension of the telecom/data circuit is needed, Carrier shall amend the Approved Plan subject to review and approval by County. All of Carrier and Carrier's Representatives' construction during the Construction Period (as defined in Section 11.1) shall be supervised by County's Building Management Firm and County's Site Developer, as identified in the "Notices" section of this License Agreement, or others designated by County. After the completion of construction, any additional installation, upgrades, maintenance, and repairs to Carrier's Facility

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permitted under this License Agreement or the Approved Plans shall be supervised by County's Building Management Firm and/or other party(ies) designated by County. County shall use its best efforts to minimize any interference with and to the Carrier Equipment and Carrier's operations at the Licensed Premises during County's access thereto. Carrier will operate its equipment within the licensed cellular bands, currently in the 700, 850, 1900, 2100 and 2300 Mhz ranges. Additional frequencies may be licensed to Carrier by the Federal Communications Commission ("FCC") as a sole user. Prior to operating on any frequencies not listed in this section and to licensing new frequencies with the FCC in connection with this License Agreement, Carrier must provide notice thereof to County. County may operate on any frequencies licensed to it by the FCC, as well as any unlicensed frequencies, subject to the applicable FCC regulations. Notwithstanding, County will avoid transmitting within Carrier's licensed frequency bands listed herein and any additional frequency bands licensed by Carrier from the FCC after receiving proper notice thereof from Carrier. In connection with County's access to the Licensed Premises, County may not alter, modify, make hard connections to, power down, or otherwise adversely affect the operation of the Carrier's Equipment without Carrier's consent. However, in the event of an emergency where, in County's opinion, Carrier's Equipment causes a threat to any of County's real or personal property, the Licensed Premises, or the health, safety, or welfare of any person, County may take all reasonable steps, as determined by County, that are necessary to mitigate the emergency.

8.2 County covenants that it will maintain the Licensed Premises in a suitable and safe working environment and keep the Licensed Premises free of any hazardous substance or waste, except for small amounts that are properly stored as permitted by applicable law ("Hazardous Materials"). County shall not require Carrier to handle, remove, or dispose of Hazardous Materials, or to perform any work at any premises that is not a suitable and safe working environment. County agrees that Carrier shall not be liable for any Hazardous Materials on the County Property, provided that Carrier or Carrier's Representatives did not use, produce, manufacture, store, dispose of, or discharge such Hazardous Materials in, under, or about the County Property.

8.3 Prior to or concurrent with the execution of this License Agreement, County has provided or will provide Carrier with a list of radio frequency user(s) and frequencies used on the County Property as of the Effective Date. Carrier, on behalf of itself and AT&T, warrants that its use of the Licensed Premises will not interfere with those existing radio frequency uses on the County Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.



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8.4 County will notify Carrier in writing prior to granting any third party the right to install and operate communications equipment on the County Property that will operate outside of the Permitted Frequencies and may unreasonably interfere with the Communication Facility. Provided, however, County shall not be required to notify Carrier of installation or operations of equipment on the County Property for County's benefit unless the frequency bands installed unreasonably interfere with the Communication Facility or are not permitted under Section 8.1.

8.5 Carrier understands and agrees that it is solely responsible for protecting any equipment installed on or in the Licensed Premises and for installing adequate protections to shield the Carrier Equipment from interference. County will not, nor will County permit its employees, contractors, licensees, invitees, agents or independent contractors to unreasonably interfere with the Communication Facility, the operations of Carrier or the rights of Carrier under this License Agreement. County will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Carrier. In the event any such interference does not cease within the aforementioned cure period; County shall cease all operations that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

8.6 For the purposes of this License Agreement, "interference" may include, but is not limited to, any use on the County Property that causes electronic or physical obstruction with the communications signals from the Communication Facility. Notwithstanding the foregoing, County shall not be liable for any interference that is caused by operations at Port Everglades, including by cruise ships, or by a transmitter or electrical equipment that causes any interference. In the event of interference by any such operations, County and Carrier shall reasonably cooperate to mitigate or eliminate such interference to the extent possible. Nothing in this section shall be construed to restrict or limit the County's ability to construct any building or facility on the County Property and Carrier acknowledges that County has future plans for development of the County Property including the development of a Convention Center Hotel on or adjacent to the County Property and a vertical expansion of the exhibit hall at the County Property.

8.7 During the Term of this License Agreement, County will notify Carrier of its intent to vacate the Licensed Premises at least sixty (60) business days before such vacancy.

9. IMPROVEMENTS TO LICENSED PREMISES:

9.1 The Carrier Equipment shall belong to Carrier and shall be installed, maintained, and operated on the Licensed Premises at the Carrier's sole risk and obligation. County shall not be liable for any damage to the Carrier Equipment, or any theft, misappropriation, or loss thereof; provided, however, County will be liable for any damage to the Carrier Equipment caused by the negligent or willful acts or omissions of County, its employees, agents, or contractors. Nothing herein shall be deemed, construed, or asserted as County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

9.2 No later than one hundred twenty (120) days after the expiration or earlier termination of this License Agreement, Carrier shall, at its sole cost and expense, remove the Carrier Equipment (other than any Carrier Equipment which are underground conduit or vaults) and Carrier's other personal property from the Licensed Premises, and repair all damage caused by such removal. Any Carrier Equipment not removed from the Licensed Premises within one hundred twenty (120) days after the expiration or earlier termination of this License Agreement shall be deemed the property of County without further liability to Carrier.

10. IN-BUILDING SOLUTIONS:

10.1 The Parties acknowledge the County is currently undertaking significant improvements to its Convention Center and proposed to build a Convention Center Hotel on the County Property ("Planned Improvements") and may undertake additional future expansions to the Convention Center and the Convention Center Hotel. Carrier agrees to install, maintain, inspect, remove, and operate, at Carrier's sole cost, in-building solutions equipment, including cable lines, lock boxes, repeaters, amplifiers, antennas, base station equipment, and other facilities based on County's specifications necessary or useful to ensure reliable communication services to Carrier's customers in the Planned Improvements ("In-Building Equipment") and in future expansions at a total cost not to exceed One Million Dollars (\$1,000,000). Except as provided in this Agreement, County agrees that Carrier will not be charged any rent associated with the installation and operation of the In-Building Equipment. The In-Building Equipment will be designed for the improvement of service for Carrier's customers where the signal strength is weaker than -90dBm within any significant portion of the larger common areas, ballrooms, and meeting rooms of the Planned Improvements.

10.2 County and Carrier shall enter into one or more separate license agreements to permit Carrier to install In-Building Equipment in the Planned Improvements.

11. SECURITY/ACCESS:

11.1 Access During Construction. Beginning on the Effective Date of this License Agreement, and at no additional charge to Carrier, until the Communication Facility is fully constructed and propagating Carrier's radio frequency signal ("Construction Period"), Carrier's employees, agents, and subcontractors will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over the Licensed Premises, for the construction, installation, maintenance, and operation of the Communication Facility. At all times during the Construction Period, Carrier must coordinate access to the Licensed Premises prior to entering the Licensed Premises with County's Site Developer. In the event of an Emergency, Carrier shall contact County's Site Developer to request access to the Licensed Premises, but such access shall not be refused or delayed unless, in County's reasonable judgment, accessing the Licensed Premises poses a threat to the life, safety, or welfare of any person. The term "Emergency" shall mean any situation in which Carrier Installation or Carrier Equipment poses an immediate threat to the County Property, or to the health and safety of any person.

11.2 Post-construction Access. After the Construction Period and during the remainder of the Term of this License Agreement, Carrier, Carrier's employees, agents, and subcontractors will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over the Licensed Premises installation, maintenance, and operation of the Communication Facility in accordance with the terms of this section. Carrier must coordinate access to the Licensed Premises by contacting the County Property's Building Manager and the County Property's security personnel. In the event of an Emergency, Carrier shall not be refused or unreasonably delayed access unless, in County's reasonable judgment, accessing the Licensed Premises poses a threat to the life, safety, or welfare of any person.

11.3 Carrier acknowledges that in the event of a hurricane, tropical storm, or other weather-related emergency, County may evacuate and close the County Property at least forty-eight hours before the estimated landfall of any such storm. Carrier shall not access the County Property without County's prior consent until the County Property is reopened.

11.4 Carrier shall immediately notify the County, in compliance with the "Notices" section of this License Agreement, of any terminations/separations of any employee or contractor of Carrier who had access to the Licensed Premises or who were performing services under this License Agreement. Carrier shall provide

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this notice within ten (10) calendar days from the date of such termination/separation.

12. ASSIGNMENT OR SUBCONTRACTING:

12.1 Carrier may, without County's consent, assign in whole or relevant part its rights and obligations under this License Agreement to an affiliate of Carrier. In no other case may this License Agreement be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed. Any purported assignment without such consent shall be void. In the case of any assignment, the assigning Party will remain financially responsible for the performance of the assigned obligations, unless the Parties enter into an agreement expressly assigning the obligations under this License Agreement to another party.

12.2 Carrier may subcontract to an affiliate or a third-party work to be performed under this License Agreement, but it will remain responsible for the performance of such obligations.

13. INSPECTIONS:

County or its agents, or any authorized employee of said agent, may enter upon the Licensed Premises to determine if Carrier is using the Licensed Premises consistent with the terms of this License Agreement.

14. REPRESENTATIONS AND WARRANTIES:

14.1 Carrier represents and warrants that Carrier is authorized to transact business in the State of Florida.

14.2 Carrier represents and warrants that all services provided under this License Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s).

15. INDEMNIFICATION:

Carrier shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "County Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures for any tangible

property damage, death, or bodily injury, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this License Agreement, to the extent such Claim is caused or alleged to be directly caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Carrier or its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this License Agreement, except to the extent to the extent such Claim is caused or alleged to be directly caused, in whole or in part, by any negligent or wrongful acts or omissions of any County Indemnified Party. In the event any Claim is brought against a County Indemnified Party, Carrier shall, upon written notice from County, resist and defend each County Indemnified Party against each such Claim through counsel reasonably satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the County Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this License Agreement.

16. LIMITATION OF LIABILITY:

16.1 Unless otherwise expressly set forth in this License Agreement, either Party's entire liability and the other Party's exclusive remedy for damages on account of any claim to the extent arising out of and not disclaimed under this License Agreement shall be limited as follows:

- a. for bodily injury, death or damage to real property or to tangible personal property proximately caused by a Party's negligence, proven direct damages;
- b. for any third-party claims, the remedies available under Section 15 of this License Agreement; or
- c. for claims arising from the other Party's gross negligence or willful misconduct, proven damages and any applicable statutory damages (including fines and penalties) in the event of a false claim.

16.2 Except as may be recoverable under Section 15, Carrier will not be liable for any damages to third parties arising out of or relating to mistakes, omissions, interruptions, delays, errors, or defects in the Carrier Equipment.

16.3 Except for the indemnification obligations under Section 15 of this License Agreement, or in the case of a Party's gross negligence or willful misconduct,

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neither Party will be liable to the other Party for any indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues, or increased cost of operations.

16.4 Disclaimer of Liability. Carrier will not be liable for any damages arising out of or relating to: interoperability, access or interconnection of the Carrier Equipment with applications, data, equipment, services, content, or networks provided by County or third parties; except to the extent required under this License Agreement, service defects, service levels, delays, or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions; lost or altered messages or transmissions; or unauthorized access to or theft, alteration, loss or destruction of County's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems.

16.5 Disclaimer of Warranties. Carrier makes no representations or warranties, express or implied, specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement and specifically disclaims any warranty arising by usage of trade or by course of dealing; further, Carrier makes no representation or warranty that telephone calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number) and makes no guarantee regarding network security or coverage.

16.6 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this License Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability, or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each Party and its affiliates and their respective employees, directors, subcontractors, and suppliers.

17. INSURANCE:

17.1 Carrier shall maintain at its sole expense, at all times during the Term of this License Agreement (unless otherwise provided), the insurance coverage in accordance with the terms and conditions stated in this section.

17.2 Carrier shall utilize an insurer with a current A.M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII," or an insurer eligible to transact business in the State of Florida. Carrier shall be responsible for the payment of any required policy self-insured retention. Self-insured retentions on

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coverage required by County must be declared on the certificate of insurance. Carrier's insurance shall provide primary coverage and shall not require contribution or be called upon to contribute to a covered loss from County's insurance or self-insurance program maintained by County.

17.3 Carrier agrees to include Broward County as an additional insured by endorsement as respects this Agreement under Carrier's required commercial liability insurance policy and any excess liability insurance policy needed to meet required total limits. The listed certificate holder on the certificate(s) of insurance shall be "Broward County."

17.4 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy per ISO form CG 00 01 or its equivalent shall be provided, with limits of Three Million Dollars (\$3,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain limits of Five Million Dollars (\$5,000,000.00) per aggregate. Coverage must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.
- Contractual Liability applicable to this License Agreement
- Personal Injury Coverage, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

17.5 Business Automobile Liability Insurance. Business Automobile Liability Insurance, if performance of services requires the use of an automobile, with limits of Two Million Dollars (\$2,000,000.00) per accident, combined single limit for bodily injury and property damage. Coverage must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.

17.6 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of Florida, with Statutory Limits, and Employers' Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each accident for bodily injury or disease and policy limit.

17.7 Umbrella/Excess Coverage. Carrier shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability, and employer's liability policies in an amount of Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00)

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general aggregate. Carrier may use any combination of primary and excess insurance to meet the total limits required.

17.8 Professional Liability Insurance including cyber/ network coverage. Professional Liability Insurance (E & O) shall be provided with limits of Three Million Dollars (\$3,000,000.00) per claim or wrongful act and in the aggregate and shall cover those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this License Agreement. Carrier warrants that continuous coverage will be maintained or an extended reporting period will be exercised for a total period of three (3) years beginning from the time the work of the insured professional is completed.

17.9 Prior to the commencement of work, but in no event later than fifteen (15) calendar days after execution of this License Agreement, Carrier shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable required endorsements. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this License Agreement without any liability to Carrier. If County does not respond or contest the certificates of insurance within thirty (30) days of filing, said certificates shall be deemed approved.

17.10 Insurance coverage is not to cease and is to remain in force and effect until the expiration or earlier termination of the License Agreement and County determines all performance required of Carrier has been satisfied. Carrier shall provide notice to County of any cancellation of any required insurance that is not replaced, at least thirty (30) calendar days prior to the date of expiration and shall concurrently provide County with a copy of its updated Certificate of Insurance during the Term of this License Agreement. Carrier shall ensure that there is no lapse of coverage at any time during the Term of this License Agreement.

17.11 If Carrier hires subcontractor(s) to perform any work under this License Agreement, Carrier shall require its subcontractor(s) to carry reasonable and prudent insurance coverage and limits, in accordance with the work to be performed and in line with industry custom and practice.

17.12 Upon sixty (60) days advance written notice to Carrier County reserves the right to review and revise any insurance requirements, including, but not limited to, deductibles, limits, coverage, and endorsements once every five (5) years during this License Agreement, or the exercise of a Renewal Term.



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18. DAMAGE OF LICENSED PREMISES:

18.1 Carrier shall repair any damage of any kind or nature to the Licensed Premises and County Property to the extent caused by the use of the Licensed Premises by Carrier or its employees, agents, contractors, or subcontractors.

18.2 Carrier shall give County prompt written notice, in compliance with the "Notices" section of this License Agreement, of any occurrence, incident, or accident occurring on the County Property as a result of this License Agreement.

19. DEFAULT/TERMINATION:

19.1 Should either Party default in the performance of a material provision of this License Agreement and fail to correct same within thirty (30) calendar days after having received notice specifying the nature of such default, unless such default is of a nature that it cannot be completely cured within thirty (30) calendar days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting Party may terminate this License Agreement and may pursue all other remedies available to it at law and/or equity.

19.2 Carrier shall have the right to terminate this Agreement upon sixty (60) days' prior notice at any time after ten (10) years from the Effective Date for any reason or no reason.

20. AMENDMENTS:

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

21. SURRENDER UPON TERMINATION:

Carrier agrees that it will leave the Licensed Premises in the condition existing at the commencement of this License Agreement, except for all alterations, adjustments, partitions, additions, improvements, or normal wear and tear, unless otherwise specified in Section 9.

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22. MATERIALITY AND WAIVER OF BREACH:

County and Carrier agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and was agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this License Agreement, and that each is, therefore, a material term hereof.

Either Party's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

23. NOTICES:

All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. The addresses for notice shall remain as set forth herein unless and until changed by providing written notice of such change. Notices will be addressed to the parties hereto as follows:

NOTICE TO COUNTY:

Broward County Administrator  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301  
Email Address: [bhenry@broward.org](mailto:bhenry@broward.org)

With a copy mailed to:  
Director of Real Estate Development  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301  
Email Address: [Lmahoney@broward.org](mailto:Lmahoney@broward.org)

NOTICE TO CARRIER:

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group - Lease Administration  
Re: Cell Site #: FL10; Cell Site Name: FL10(FL)  
Fixed Asset #: 10070106  
1025 Lenox Park Blvd NE 3rd Floor  
Atlanta, Georgia 30319  
Email Address: [RELeaseAdmin@att.com](mailto:RELeaseAdmin@att.com)

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Address: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: FL10; Cell Site Name: FL10 (FL)  
Fixed Asset #: 10070106  
208 S. Akard Street  
Dallas, TX 75202-4206  
Email Address: [RELeaseAdmin@att.com](mailto:RELeaseAdmin@att.com)

NOTICE TO COUNTY'S SITE DEVELOPER:

Glenn Gutheil  
1799 Southeast 17<sup>th</sup> Street, Suite 245  
Fort Lauderdale, Florida 33316  
Email Address: [ggutheil@matthewssouthwest.com](mailto:ggutheil@matthewssouthwest.com)  
Phone Number: (561) 699-0495

NOTICE TO COUNTY PROPERTY'S BUILDING MANAGER:

Richard C. Fredette  
1600 Southeast 17<sup>th</sup> Street, Suite 400  
Fort Lauderdale, Florida 33316  
Email Address: [rfredette@ftlauderdalecc.com](mailto:rfredette@ftlauderdalecc.com)  
Phone Number: (954) 612-3129

24. INDEPENDENT CONTRACTOR:

Carrier is an independent contractor under this License Agreement. Services provided by Carrier pursuant to this License Agreement shall be subject to the supervision of Carrier. In providing such services, neither Carrier nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Carrier or Carrier's agents any authority of any kind to bind County in any respect whatsoever.

25. THIRD PARTY BENEFICIARIES:

Neither Carrier nor County intends to directly or substantially benefit a third party by this License Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this License Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this License Agreement.

26. COMPLIANCE WITH LAWS:

Carrier shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

27. SEVERABILITY:

In the event that any part of this License Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this License Agreement and the balance of this License Agreement shall remain in full force and effect.

28. PUBLIC RECORDS:

To the extent Carrier is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, Carrier shall:

- a. Keep and maintain public records required were County performing the services under this License Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the License Agreement and following completion of the License Agreement if the records are not transferred to County; and
- d. Upon completion of the License Agreement, transfer to County, at no cost, all public records in possession of Carrier or keep and maintain public records required were County performing the service. If Carrier transfers all public records to County, upon the completion of the License Agreement, Carrier shall destroy any duplicate public records that are exempt or confidential and exempt. If Carrier keeps and maintains public records upon completion of the License Agreement, Carrier shall meet all applicable requirements

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for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Carrier to comply with the provisions of this section shall constitute a material breach of this License Agreement entitling County to exercise any remedy provided in this License Agreement or under applicable law. A request for public records regarding this License Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Carrier will provide any requested records to County to enable County to respond to the public records request.

**IF THE CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CARRIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, SCAMPBELL@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

29. LIENS:

Carrier or its employees, agents, contractors or subcontractors shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the County in and to the Licensed Premises. Carrier shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through, or under Carrier. Carrier shall also indemnify, hold harmless, and defend County against any such liens, including the reasonable fees of County's attorneys. Such liens shall be discharged by Carrier within thirty (30) days after notice by County of filing thereof by bonding, payment, or otherwise, provided that Carrier may contest, in good faith and by appropriate proceedings, any such liens; provided, however, County may at any time during the 30-day period undertake to discharge or bond the lien, and Carrier shall thereafter be obligated to reimburse County for its costs to discharge or bond the lien.

County waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this License Agreement, regardless of whether any portion is deemed real or personal property under applicable law; County consents to Carriers right to remove all or

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any portion of the Communication Facility from time to time in Carriers sole discretion and without County's consent.

30. JOINT PREPARATION:

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been a joint effort of the Parties, the language has been agreed to by the Parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

31. HEADINGS AND INTERPRETATION:

The headings contained in this License Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this License Agreement. All personal pronouns used in this License Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this License Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

32. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, including but not limited to the MOU, any document or events referred to herein, or any document incorporated into this License Agreement by reference, and a term, statement, requirement, or provision of this License Agreement, the term, statement, requirement, or provision contained in this License Agreement shall prevail and be given effect.

33. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:

This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this License Agreement, shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or, in an appropriate case, in the United States District Court for the Southern District of Florida. **BY ENTERING INTO THIS LICENSE AGREEMENT, CARRIER AND COUNTY HEREBY EXPRESSLY WAIVE ANY**

**RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LICENSE AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

34. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

35. INCORPORATION BY REFERENCE:

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached **Exhibits A, B, C, D, and E** are incorporated into and made a part of this License Agreement.

36. CONTRACT ADMINISTRATOR:

The "Contract Administrator," as referenced herein, shall be the Broward County Administrator or his/her designee.

37. ACKNOWLEDGEMENT OF AUTHORITY:

Each individual executing this License Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such Party and does so with full legal authority.

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38. COUNTY LOGO:

Carrier shall not use County's name, logo, or otherwise refer to this License Agreement in any marketing or publicity materials without the prior written consent of County.

39. MULTIPLE ORIGINALS; COUNTERPARTS:

This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

40. FORCE MAJEURE:

Deadlines for completing work and providing notice under this License Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

41. NO ADDITIONAL FEES/INCIDENTAL FEES:

Unless otherwise specified in this License Agreement, all rights and obligations set forth in the License Agreement shall be provided by County and/or Carrier, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

42. FURTHER ACTS:

Upon request, County will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Carrier may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this License Agreement and all transactions and permitted use contemplated by this License Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_, 20\_\_ (Board Agenda Item No.\_\_\_\_), and NEW CINGULAR WIRELESS PCS, LLC signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Claudia Capdesuner (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

CC/mdw  
ATT Convention Center Cellular License  
02/03/2021  
#522900v9

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**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND NEW CINGULAR WIRELESS PCS, LLC.**

CARRIER

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

**OR**

WITNESSES:

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Witness 1 Print/Type Name

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Witness 2 Print/Type Name

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## **EXHIBIT A**

### **County Property**

The County Property is described and/or depicted as follows:

A PORTION OF PARCEL "A", PORT EVERGLADES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING A PORTION OF GOVERNMENT LOT 2, OF SECTION 14, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF NORTHEAST ONE-QUARTER (N.E.  $\frac{1}{4}$ ) OF THE SOUTHEAST ONE-QUARTER (S.E.  $\frac{1}{4}$ ) OF SECTION 14, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID CORNER ALSO BEING ON A WESTERLY LINE OF SAID PARCEL "A" AND ON THE WEST LINE OF GOVERNMENT LOT 2; THENCE NORTH  $01^{\circ}07'30''$  WEST, ALONG A PORTION OF A WESTERLY LINE OF SAID PARCEL "A", ALSO BEING A PORTION OF THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 162.02 FEET; THENCE NORTH  $88^{\circ}28'07''$  EAST, A DISTANCE OF 315.01 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH  $88^{\circ}28'07''$  EAST, ALONG THE LAST HEREIN DESCRIBED COURSE, A DISTANCE OF 432.56 FEET TO A POINT, SAID POINT BEARING SOUTH  $38^{\circ}42'53''$  EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE LEFT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 123.00 FEET, A CENTRAL ANGLE OF  $10^{\circ}52'33''$  AND AN ARC DISTANCE OF 23.35 FEET; THENCE NORTH  $01^{\circ}31'53''$  WEST, ALONG A LINE NOT TANGENT TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 871.21 FEET; THENCE SOUTH  $88^{\circ}28'07''$ , ALONG A LINE PARALLEL WITH 200.00 FEET SOUTH OF AS MEASURED AT THE RIGHT ANGLES TO THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 443.42 FEET; THENCE SOUTH  $01^{\circ}07'30''$  EAST, ALONG A LINE PARALLEL WITH AND 315 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WESTERLY LINE OF PARCEL "A", A DISTANCE OF 887.02 FEET TO THE POINT OF THE BEGINNING.

SAID LAND SITUATE; LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 9.090 ACRES MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "PORT EVERGLADES PLAT NO. 2".

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Property Id: 504214360010

\*\*Please see map dis



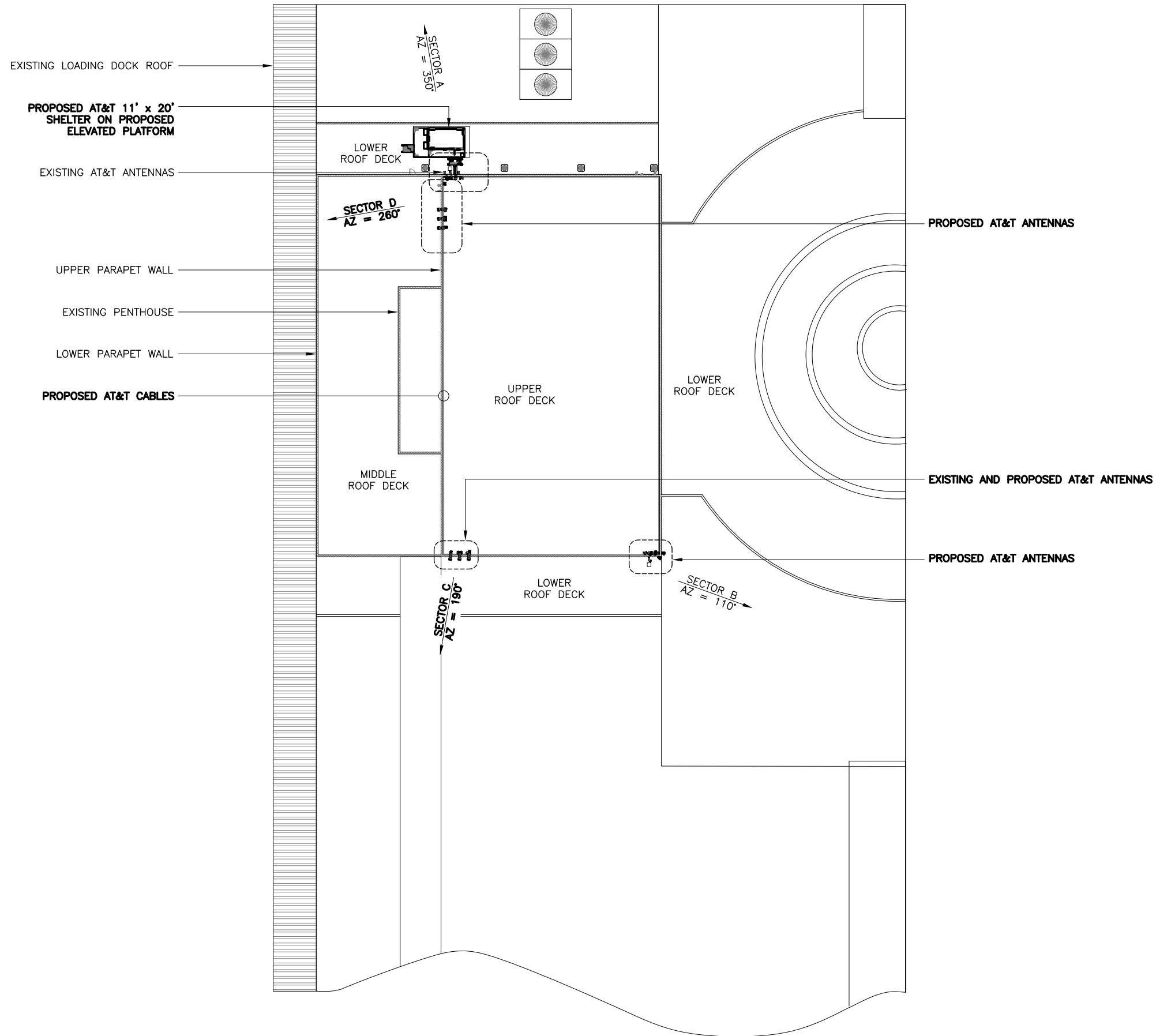
March 25, 2020

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**EXHIBIT B**

**Licensed Premises**

(see attached)



REV	DATE	DESCRIPTION
0	2/18/21	FOR LEASING

APX PROJECT NO.:	19-0215.57
DRAWN BY:	I. GARCIA
CHECKED BY:	M. ABBEY

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

**apx**  
ENGINEERING GROUP

3400 LAKESIDE DRIVE, SUITE 525  
MIRAMAR, FL 33027  
(954) 744-1538

CERTIFICATE OF AUTHORIZATION 31948

**at&t**

3210 LAKE EMMA RD  
LAKE MARY, FL 32746

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PHILLIPS, PE (#68312) ON 2/17/21 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FL10
1950 EISENHOWER BOULEVARD FORT LAUDERDALE, FL 33316
SHEET NAME
PROPOSED PARTIAL ROOF PLAN
SHEET NUMBER
L1

Cell Site Name/FA Number: FL-10 / 10070106  
Address: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316

**EXHIBIT C**

**Memorandum of Understanding Between New Cingular Wireless PCS, LLC and Broward County Regarding Microcell Facility and Macro Lease, dated 2.20.2020**

(See attached)

**MEMORANDUM OF UNDERSTANDING BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND BROWARD COUNTY REGARDING MICROCELL FACILITY AND MACRO LEASE**

This Memorandum of Understanding (“MOU”) is entered into between New Cingular Wireless PCS, LLC f/k/a AT&T Wireless of South Florida (“AT&T”) and Broward County, a political subdivision of the State of Florida (“County”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. AT&T entered into leases identified by AT&T as Agreement ID# 73670 and 73671 with SMG, the operator of the Broward County Convention Center (“Convention Center”) which, generally, provide for the rental of exterior space on the Convention Center for the placement of AT&T antennas, interior space within the Convention Center for an AT&T equipment room, and for underground conduits on and adjacent to the Convention Center (collectively, the “AT&T Spaces”). Agreement ID# 73670 and 73671, along with any other agreements between AT&T (or any of its predecessors in interest) have or had with SMG regarding space at or about the Convention Center, are collectively referred to as the “Agreements.”

B. A dispute exists between AT&T and County regarding the validity of the Agreements and whether AT&T has any ongoing authority or right to occupy and use the AT&T Spaces and, to the extent that County requires AT&T to remove its antennas, underground ductbank, equipment, and other property (collectively, “AT&T Equipment”) who is responsible for the costs associated therewith (the “Dispute”).

C. The Parties have reached an understanding in connection with a resolution of the Dispute and wish to describe the general terms of such resolution, and are also desirous to enter into this MOU to set out the basic framework for a future binding license agreement between them for space at the Convention Center for the future placement of the AT&T Equipment, and to address the costs associated therewith.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter stated, the Parties agree as follows:

1. Recitals Incorporated. The recitals stated above are true and correct and are incorporated herein by reference as if fully stated.

2. Effective Date. The effective date of this MOU is the date that the last of the Parties signs this MOU and delivers same to the other Party (“Effective Date”).

3. Termination of Agreement; Pro-rated Refund of Current Rent. As of the Effective Date, AT&T and County agree that the Agreements are terminated and of no legal force or effect. County will, within thirty (30) days after the Effective Date, refund to AT&T a pro-rated amount of the current year’s rent payment made by AT&T pursuant to the Agreements. Notwithstanding the use of “termination” and “rent” in this paragraph, nothing in this MOU shall be construed as



County's acknowledgment that the Agreements are valid agreements or leases, and neither County nor AT&T waive any claims or defenses associated with the validity or invalidity of the Agreements.

4. New License Agreement. AT&T and County will enter into a new multi-year license agreement (rather than a lease) whereby AT&T will be granted the right of use of space on the Convention Center for the placement of antennas to be no larger than those used currently and an equipment shelter (the "New License Agreement"). County acknowledges that is has been provided with the Construction Drawing attached hereto as Exhibit A and approved the design shown in said exhibit. In addition, any future antenna design changes substantially similar in size in the identical location would be approved by County (County makes no representation regarding any City of Fort Lauderdale permits or approvals that AT&T may be required to obtain). The term of the New License Agreement will be for an initial term of fifteen (15) years, with the ability for AT&T and the County to, by mutual agreement, enter into up to three (3) additional five (5) year extensions thereafter. The County will agree to enter into at least one of the additional five (5) year extensions unless the space used for the placement of antennas is to be demolished or the Convention Center will undergo construction that will render the licensed space unusable for the antennas. If County does not enter into the first five (5) year extension due to such construction, the New License Agreement expire per its terms with no further obligations owed by County to AT&T associated therewith. AT&T has the right to terminate upon sixty (60) days' prior notice at any time after ten (10) years for any reason or no reason. The license fees to be paid by AT&T under the New License Agreement will be Thirty-Eight Thousand Three Hundred Fifty-Two and 50/100 Dollars (\$38,352.50) annually, increasing three percent (3%) per year, but the fees shall be abated for such time as provided in Paragraph 6 of this MOU.

5. Removal of Existing AT&T Equipment/Temporary Equipment Placement. On or before February 21, 2020, AT&T shall coordinate with County and vacate and/or remove the AT&T Equipment from the interior AT&T Equipment room. AT&T shall have the right to place a temporary cell on wheels on top of the parking garage that is adjacent to the Convention Center property. Any underground ductbank will either remain in their current location or, to the extent directed by County, moved to another location to facilitate ongoing County construction at the Convention Center site. AT&T shall coordinate the work provided in this paragraph with County and its contractors and shall perform the work in a professional manner that does not disrupt or delay County's ongoing construction activities in and around the Convention Center. The work to be performed as generally described in this paragraph as well as any final work to place the AT&T equipment at the location agreed to in the New License Agreement is collectively referred to as the "AT&T Work."

6. Cost-Sharing of AT&T Work; License Fee Abatement. County and AT&T shall equally share AT&T's actual costs associated with the AT&T Work, with County's contribution not-to-exceed Two Hundred Thousand Dollars (\$200,000.00). AT&T shall be responsible for all costs in excess of \$400,000, with the County contributing 50% of the first \$400,000 expended on the AT&T Work. County's contribution towards the AT&T Work shall be deducted from the licensee fees to be paid by AT&T to County pursuant to the New License Agreement. Until such time as these amounts have been recouped by AT&T through such license fee abatement, no amounts will be owed by AT&T to County under the New License Agreement.

7. Additional Terms of New License Agreement. County and AT&T acknowledge and agree that there will be additional terms contained in the New License Agreement other than those described in this MOU and shall work in good faith to reach agreement. County and AT&T will use the agreement template attached hereto as Exhibit B as the basis for negotiation of the New License Agreement.

8. MOU Binding Effect; Representation of Authority. This MOU is only binding between the Parties regarding the matters expressly stated herein and shall not operate as a license agreement between AT&T and County. AT&T and County each individually represent and warrant that this MOU constitutes a legal, valid, binding, and enforceable obligation, and that neither the execution nor performance of this MOU constitutes a breach of any agreement that it has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the subject matter of this MOU. Each Party further individually represents and warrants that execution of this MOU is within its legal powers, and each individual executing this MOU on its behalf is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9. Liability for the AT&T Work; Sovereign Immunity. AT&T is solely responsible and liable for all matters associated with the performance of the AT&T Work, including the retention of vendors/contractors, obtaining necessary insurance, and for any claims of any kind arising out of or relating to the AT&T Work. AT&T holds harmless and agrees to indemnify County and its current, past, and future officers, agents, servants, and employees from any claims, losses, and liabilities of any kind or nature associated with AT&T's performance of the AT&T Work. Except to the extent sovereign immunity may be deemed to be waived by entering into this MOU, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this MOU. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

10. Resolution of Dispute. Upon the completion of the AT&T Work, County's payment of its portion thereof, and the Parties entering into the New License Agreement, AT&T and County each hereby waive and release any claims that they may have against each other or their respective current, past, and future officers, agents, servants, and employees relating, directly or indirectly, to the location or relocation of AT&T's property from the AT&T Spaces, any claims that AT&T may have to a lease of the AT&T Spaces, and any other contractual claims between the Parties regarding the Agreements. The foregoing release by AT&T includes any claims it may have against SMG relating to the Agreements. Notwithstanding the foregoing, nothing in this MOU shall in any way act to waive or release any rights or claims that County may have against SMG (or its successor, ASM Global) for any matters relating to the Agreements, the amounts paid (or abated) by County under this MOU, or the obligations in this MOU.

11. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this MOU shall be effective unless contained in a written document prepared with the

same or similar formality as this MOU and executed by duly authorized representatives of County and AT&T.

12. Prior Agreements. This MOU represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this MOU that is not contained in this written document, except for the additional terms contained in the subsequent New License Agreement.


13. Counterparts; Multiple Originals; and Digital Signatures. This MOU may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Each of the Parties agrees that this MOU may be signed digitally (e.g., DocuSign, etc.).

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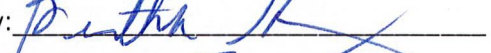
IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and New Cingular Wireless PCS, LLC, signing by and through its AT&T Manager duly authorized to execute same.

COUNTY

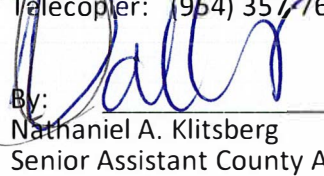
ATTEST:

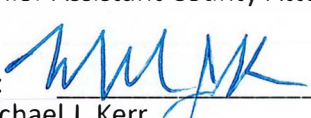
  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By:   
20<sup>th</sup> day of February, 2020

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

  
By: 2/19/2020  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

  
By: 2/20/2020  
Michael J. Kerr (Date)  
Deputy County Attorney

NAK  
2020-02-05 Broward County ATT MOU re Convention Center Clean v3  
02/12/2020  
#493451v3

MEMORANDUM OF UNDERSTANDING BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND  
BROWARD COUNTY REGARDING MICROCELL FACILITY AND MACRO LEASE

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC

Debbie Lewis  
Signature

Debbie Lewis  
Print Name of Witness above

[Signature]  
Signature

Blaiz Ellenberger  
Print Name of Witness above

By: [Signature]  
Authorized Signor

John F. Henry, Area Manager  
Print Name and Title

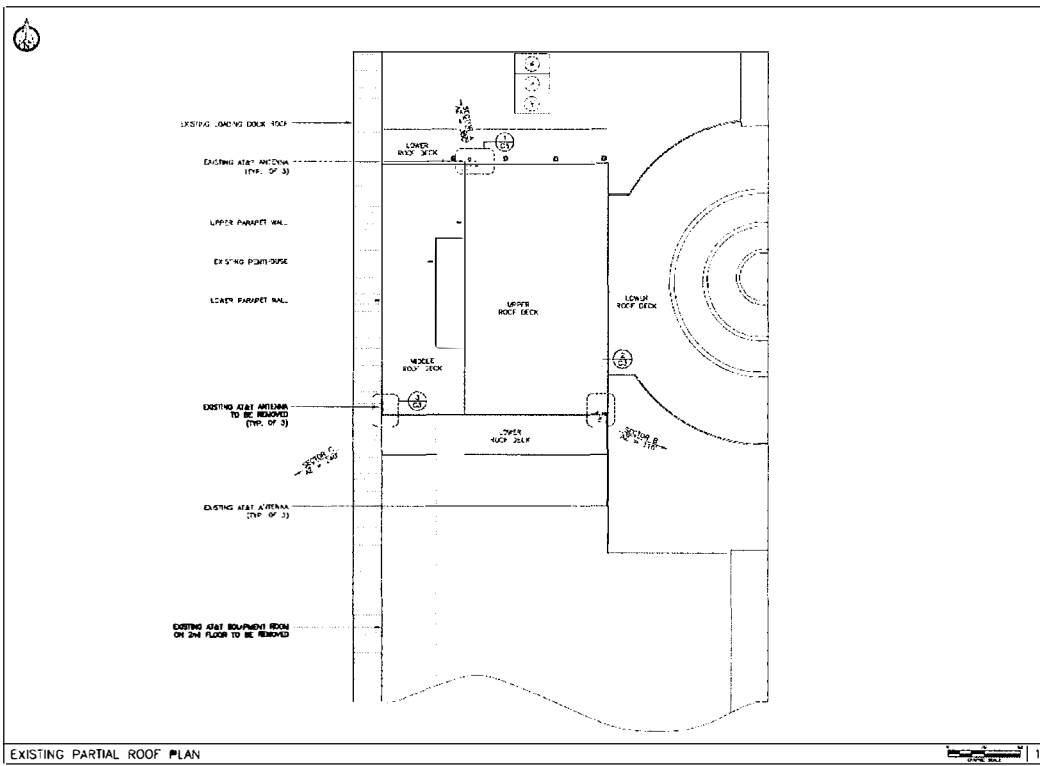
17<sup>th</sup> day of Feb, 2020

ATTEST:  
[Signature] **Kathy Porter**  
Corporate Secretary or other person  
authorized to attest



(CORPORATE SEAL OR NOTARY)





EXISTING PARTIAL ROOF PLAN

NO.	DATE	DESCRIPTION
A	12/21/17	ISSUANCE
B	02/22/18	REVISED
C	02/22/18	REVISED
D	05/22/18	REVISED

APX PROJECT NO. 18-2213-07  
SHEET NO. 1 OF 2  
DESIGNED BY [Name]

THIS DRAWING IS CONSIDERED A FINAL PART OF THE CONTRACT. IT IS TO BE USED ONLY FOR THE PROJECT AND NO OTHER APPLICATION IS TO BE MADE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.

**apx**  
ARCHITECTURAL PROJECTS  
ARCHITECTURE & INTERIOR DESIGN  
INCORPORATED  
127 WEST 12TH STREET  
ANN ARBOR, MI 48106

**at&t**  
SERVICE GROUP

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. PUGH, P.E. (PROJ) ON 10/20/2017 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH P.E. REGULATION 205.107. WITH A DIGITAL CERTIFICATE NUMBER: 81215-223486. PLEASE REFERENCE SHEET 11 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS THEY ARE SIGNED AND SEALED BY ME OR MY ELECTRONIC COPIES.

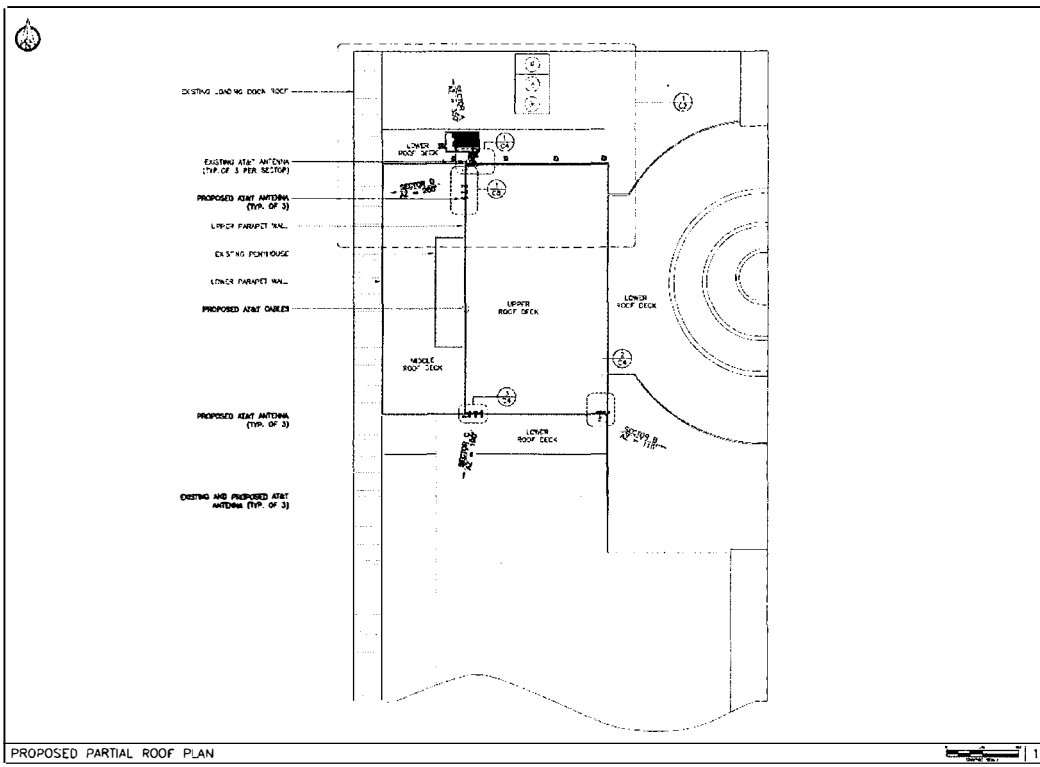
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SHEET NO. 1

EXISTING PARTIAL ROOF PLAN

SHEET NUMBER C.1



PROPOSED PARTIAL ROOF PLAN

NO.	DATE	DESCRIPTION
A	12/21/17	ISSUANCE
B	02/22/18	REVISED
C	02/22/18	REVISED
D	05/22/18	REVISED

APX PROJECT NO. 18-2213-07  
SHEET NO. 1 OF 2  
DESIGNED BY [Name]

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**apx**  
ARCHITECTURAL PROJECTS  
ARCHITECTURE & INTERIOR DESIGN  
INCORPORATED  
127 WEST 12TH STREET  
ANN ARBOR, MI 48106

**at&t**  
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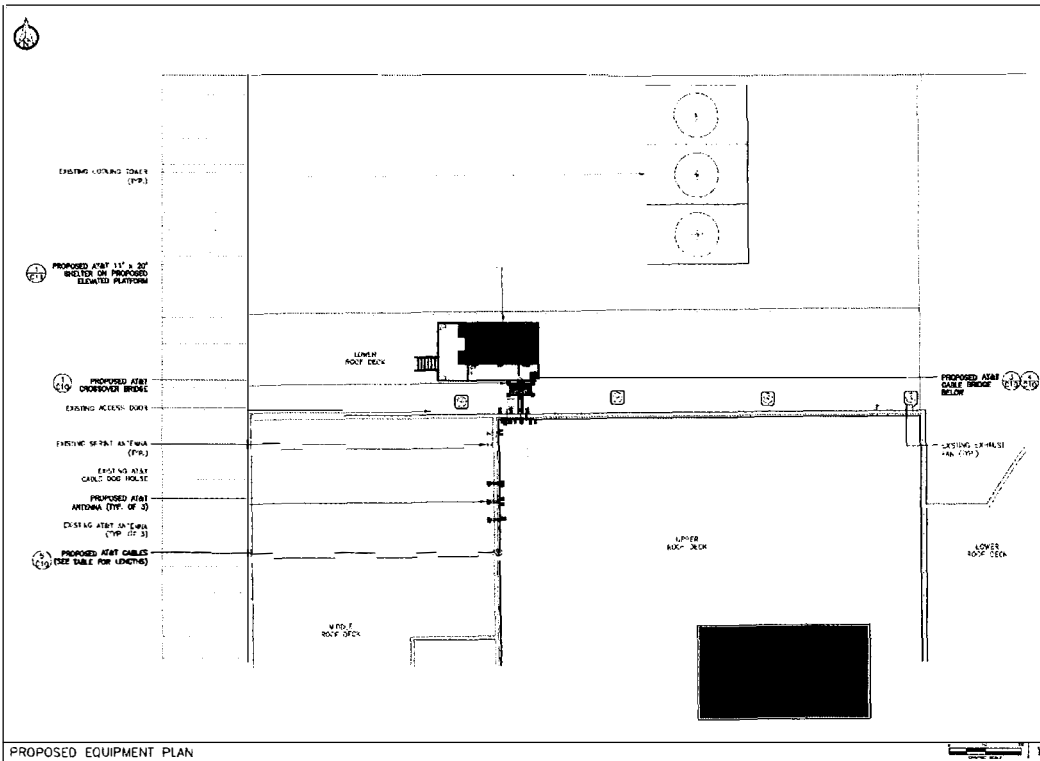
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SHEET NO. 1

PROPOSED PARTIAL ROOF PLAN

SHEET NUMBER C.1.1



NO.	DATE	DESCRIPTION
A	12/17/13	PRELIMINARY
B	1/20/14	REVISED
C	2/10/14	REVISED
D	2/10/14	REVISED
E	2/10/14	REVISED

APP. PROJECT NO. 13-000007  
 DRAWN BY L. GONZA  
 CHECKED BY M. WARD

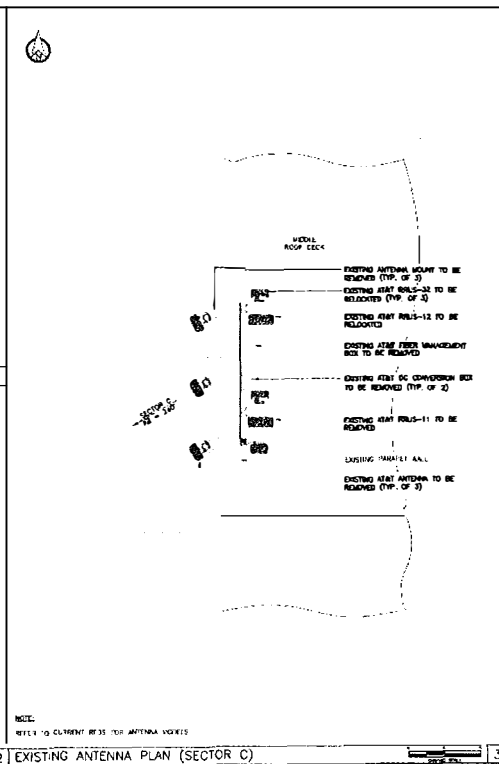
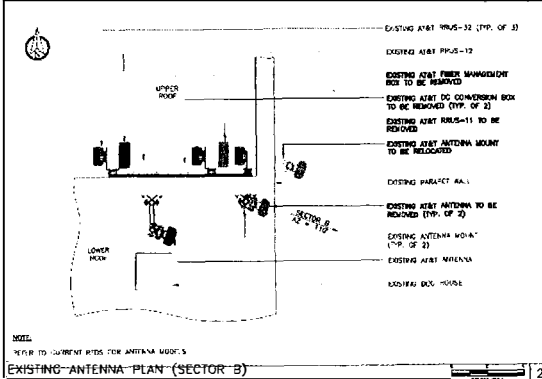
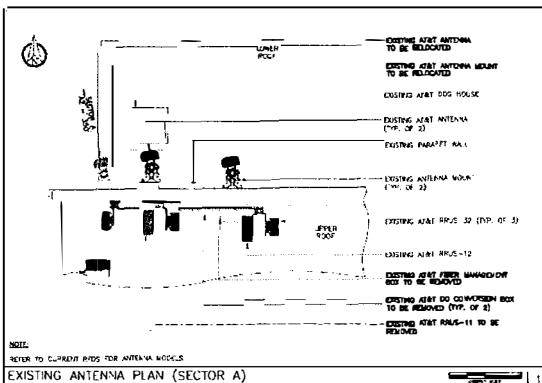
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**apx**  
 ADVANCED PROFESSIONAL EXPERIENCE  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 PHONE: 954.576.1111  
 FAX: 954.576.1112  
 WWW: WWW.APC-USA.COM

**at&t**  
 2015 W. PALM BLVD.  
 SUITE 200  
 FT. LAUDERDALE, FL 33302

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL A. WARD, PE (PROFESSIONAL ENGINEER) USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.S. § 311.02(2)(a), WITH A DIGITAL CERTIFICATE ISSUED BY FURBER, INC. PLEASE REFER TO SHEET 11 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. MEMBER CODES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY ANY ELECTRONIC DEVICE.

FL'0  
 SEE THESE REVISED SHEETS FOR LADDER, R. 2014  
 SHEET NO.  
 PROPOSED  
 EQUIPMENT PLAN  
 SHEET NUMBER  
 C7



NO.	DATE	DESCRIPTION
A	12/17/13	PRELIMINARY
B	1/20/14	REVISED
C	2/10/14	REVISED
D	2/10/14	REVISED
E	2/10/14	REVISED

APP. PROJECT NO. 13-000007  
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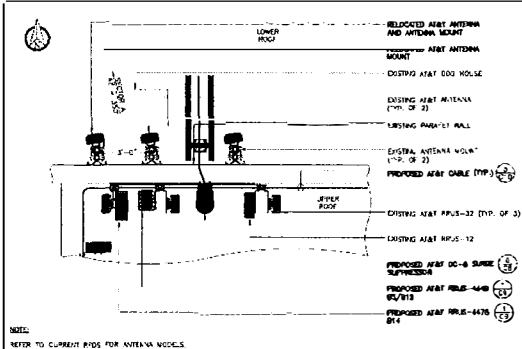
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 ADVANCED PROFESSIONAL EXPERIENCE  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 PHONE: 954.576.1111  
 FAX: 954.576.1112  
 WWW: WWW.APC-USA.COM

**at&t**  
 2015 W. PALM BLVD.  
 SUITE 200  
 FT. LAUDERDALE, FL 33302

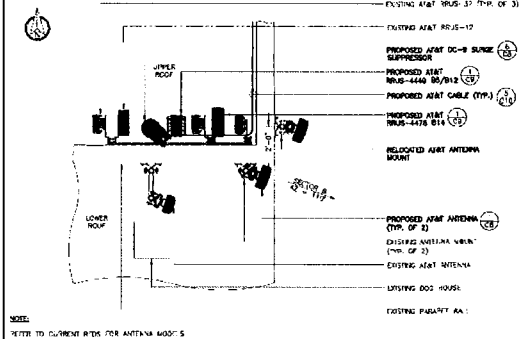
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FL'0  
 SEE THESE REVISED SHEETS FOR LADDER, R. 2014  
 SHEET NO.  
 EXISTING  
 ANTENNA PLANS  
 SHEET NUMBER  
 C3

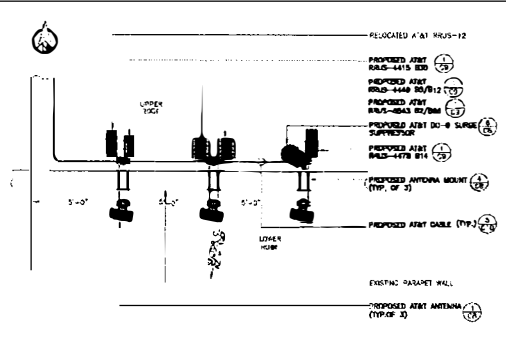




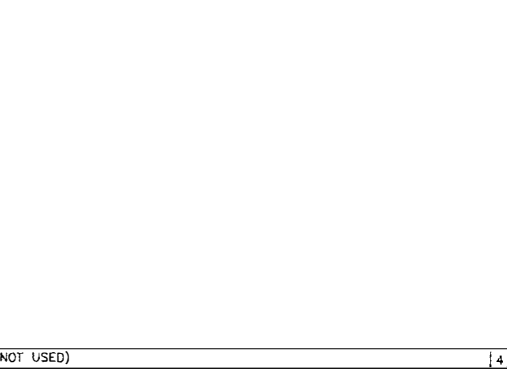
PROPOSED ANTENNA PLAN (SECTOR A) | 1



PROPOSED ANTENNA PLAN (SECTOR B) | 2



PROPOSED ANTENNA PLAN (SECTOR C) | 3



PROPOSED ANTENNA PLAN (SECTOR D) | 4

NO.	DATE	DESCRIPTION
A	12/15/15	PRELIMINARY
B	12/29/15	REVISED
C	12/29/15	REVISED
D	12/29/15	REVISED
E	12/29/15	REVISED

APX PROJECT NO. 10-218187  
 SHEET NO. 1 OF 1  
 CHECKED BY: [Signature]  
 DRAWN BY: [Signature]

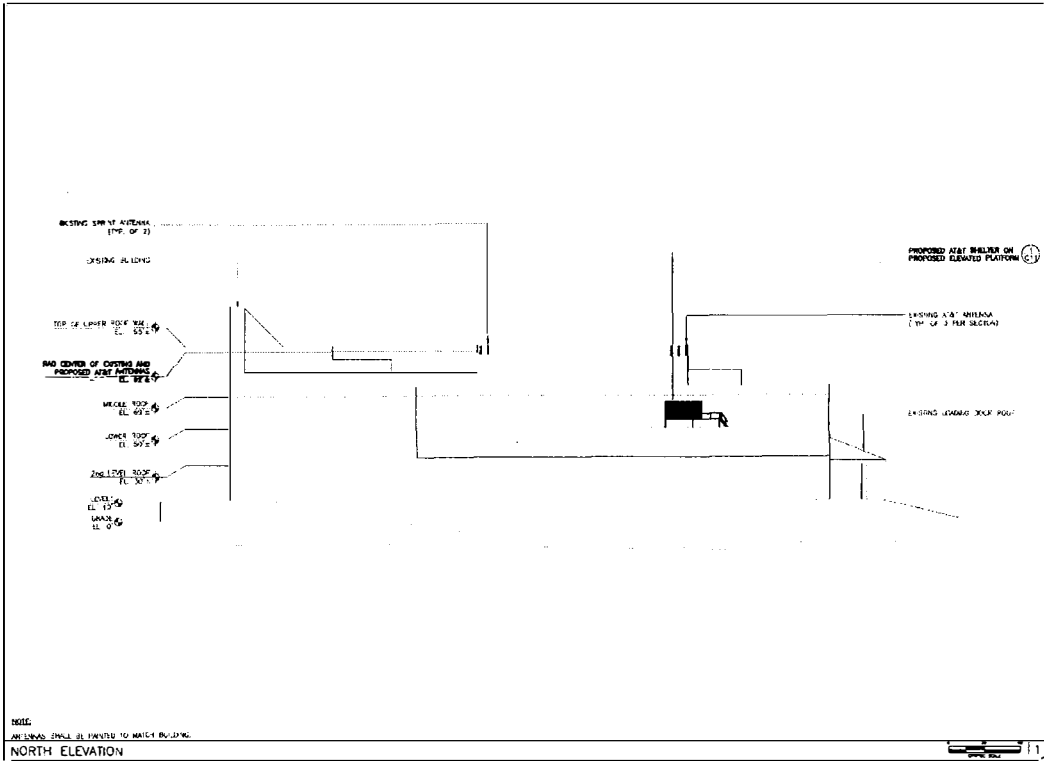
THE OWNER HAS REPRESENTED AND WARRANTS THAT THE PROPERTY OF THE SITES IS AS PROVIDED AND THAT THE USE OF THE SITES AND THE ANTENNAS IS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE APPLICABLE REGULATIONS AND ORDINANCES.

**apx**  
 AEROSPACE COMMUNICATIONS  
 ENGINEERING AND DESIGN  
 1000 W. 15th St.  
 SUITE 1000  
 DENVER, CO 80202

**at&t**  
 SERVICE BUREAU

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FL 10  
 SHEET NO. 1 OF 1  
 PROPOSED ANTENNA PLANS  
 SHEET NUMBER  
 C.4



NO.	DATE	DESCRIPTION
1	1/14/03	PRELIMINARY
2	1/14/03	REVISED
3	1/14/03	REVISED
4	1/14/03	REVISED

APX PROJECT NO: 00-231837  
 DRAWN BY: J. GARDNER  
 CHECKED BY: M. GARDNER

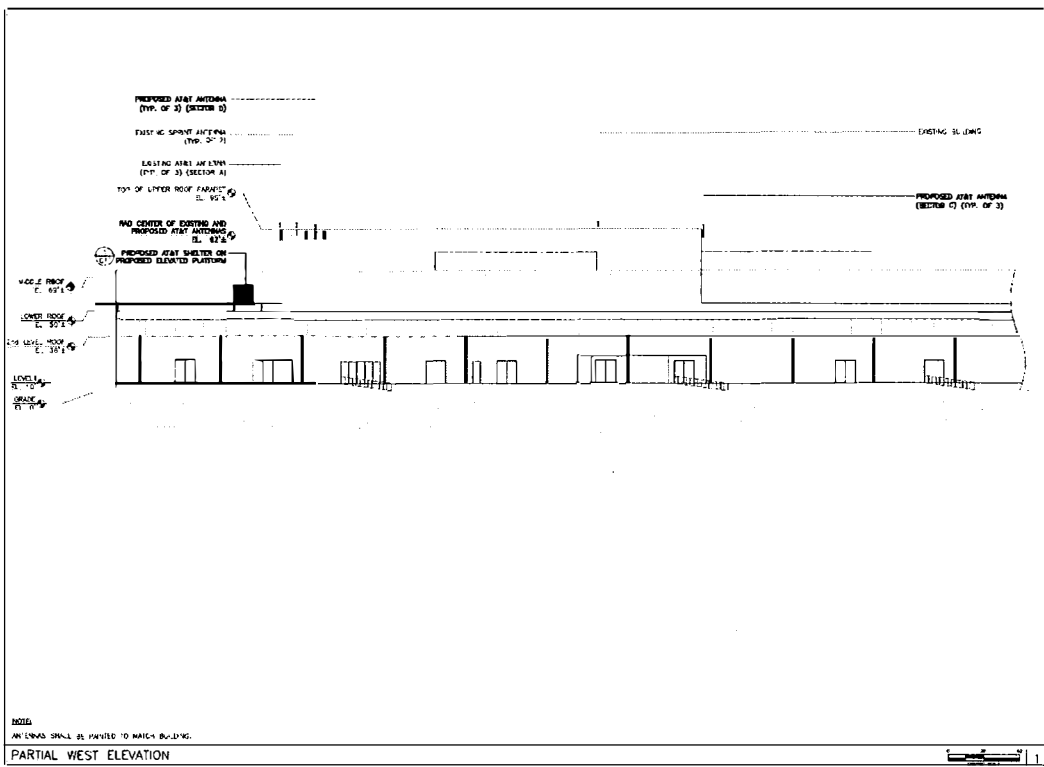
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 ARCHITECTURAL PROFESSIONAL CORPORATION  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202

**at&t**  
 SERVICE BUREAU

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FL 10  
 HAS CONTRACT NO. 00-231837 FOR LABORERS, P.E. 310-9  
 DATE: 01/14/03  
 E. EVATON  
 SHEET NUMBER  
 C6



NO.	DATE	DESCRIPTION
1	1/14/03	PRELIMINARY
2	1/14/03	REVISED
3	1/14/03	REVISED
4	1/14/03	REVISED

APX PROJECT NO: 00-231837  
 DRAWN BY: J. GARDNER  
 CHECKED BY: M. GARDNER

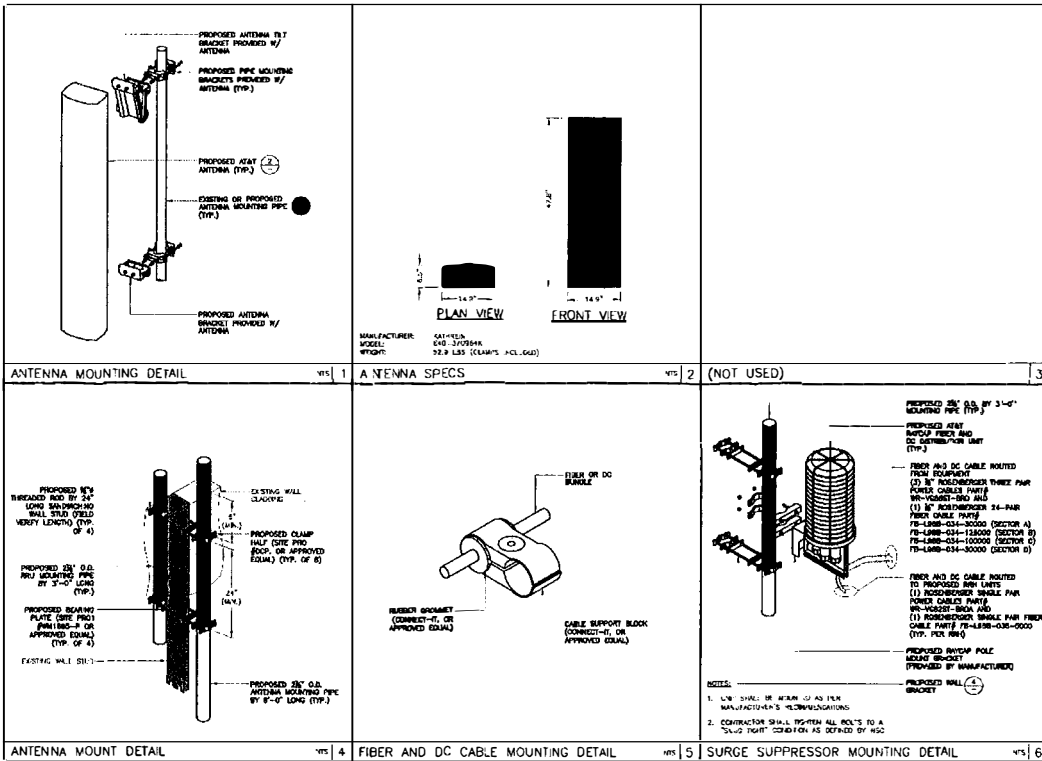
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 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202

**at&t**  
 SERVICE BUREAU

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FL 10  
 HAS CONTRACT NO. 00-231837 FOR LABORERS, P.E. 310-9  
 DATE: 01/14/03  
 E. EVATON  
 SHEET NUMBER  
 C7



REV	DATE	DESCRIPTION
A	11/26/15	ISSUED
B	12/20/15	REVISED
C	12/20/15	REVISED
D	1/21/16	REVISED
E	1/21/16	REVISED

WFL PROJECT NO: 15-2310-07  
 DRAWN BY: S. GORDA  
 CHECKED BY: S. GORDA

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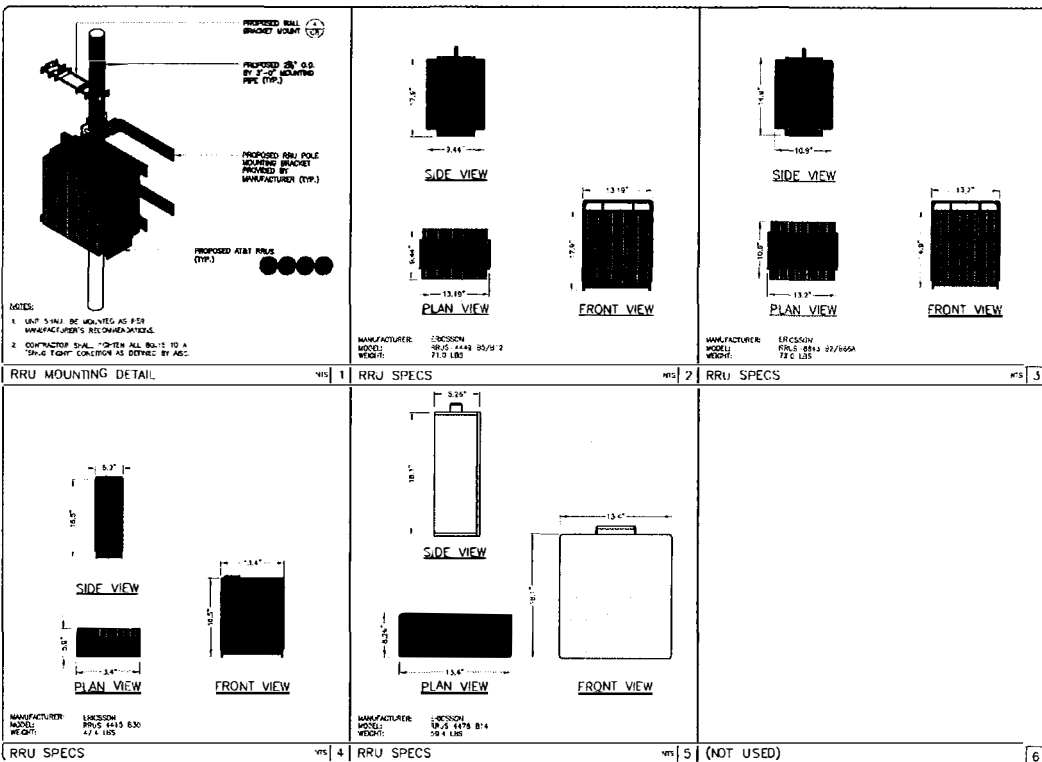
**apx**  
 ASSOCIATED ENGINEERS  
 INCORPORATED  
 1100 W. 12TH ST.  
 SUITE 100  
 MILWAUKEE, WI 53233

**at&t**  
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SHEET NAME  
 DETAILS  
 SHEET NUMBER  
 CR



REV	DATE	DESCRIPTION
A	11/26/15	ISSUED
B	12/20/15	REVISED
C	12/20/15	REVISED
D	1/21/16	REVISED
E	1/21/16	REVISED

WFL PROJECT NO: 15-2310-07  
 DRAWN BY: S. GORDA  
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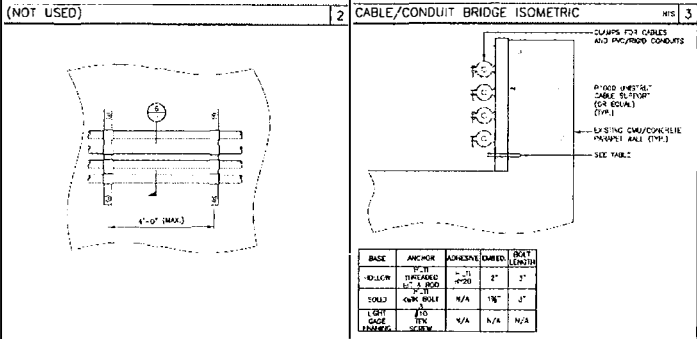
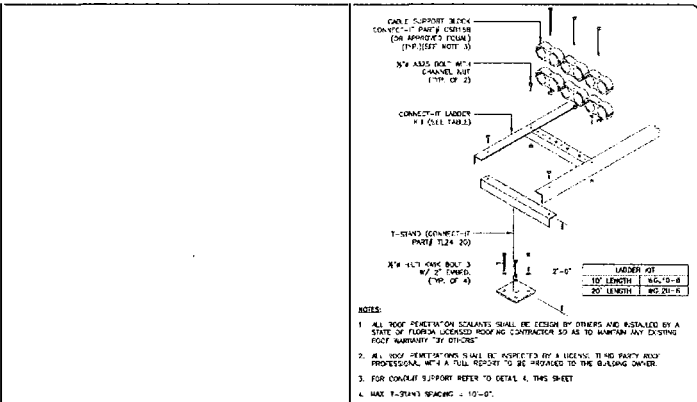
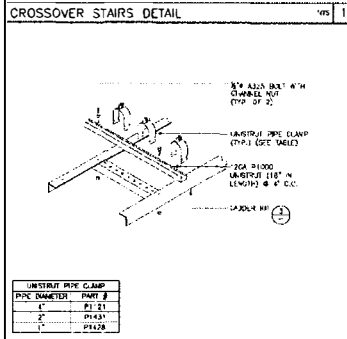
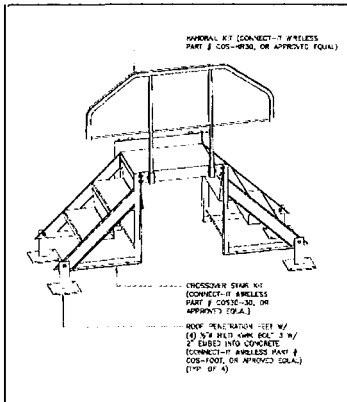
**apx**  
 ASSOCIATED ENGINEERS  
 INCORPORATED  
 1100 W. 12TH ST.  
 SUITE 100  
 MILWAUKEE, WI 53233

**at&t**  
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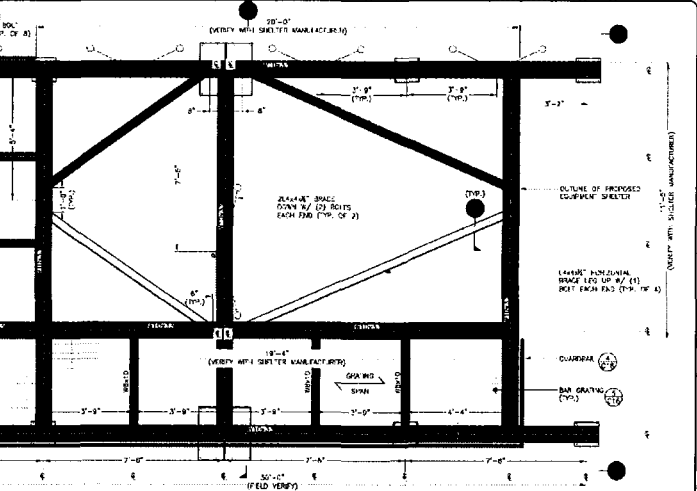
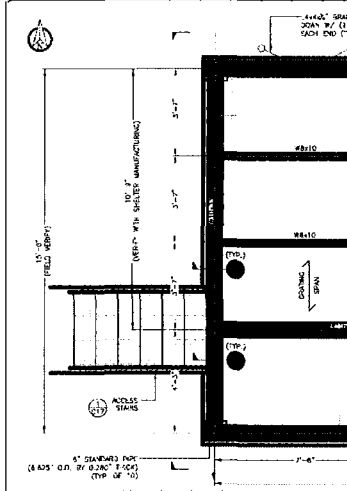
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SHEET NAME  
 DETAILS  
 SHEET NUMBER  
 CR



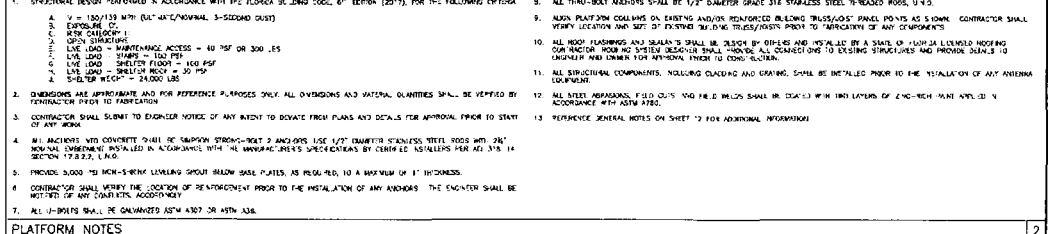
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CABLE/CONDUIT BRIDGE ISOMETRIC



CONDUIT SUPPORT DETAIL

CABLE/CONDUIT DETAIL



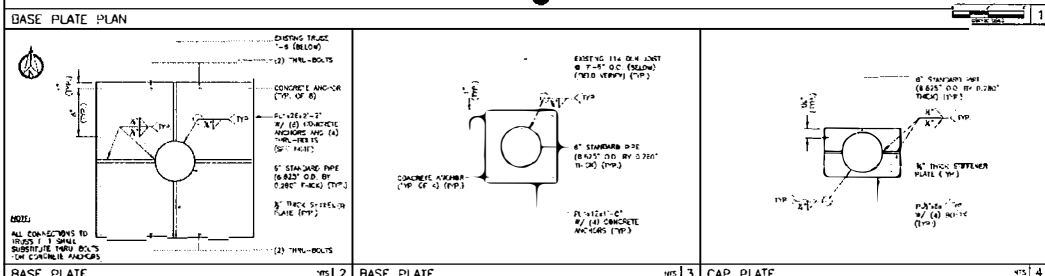
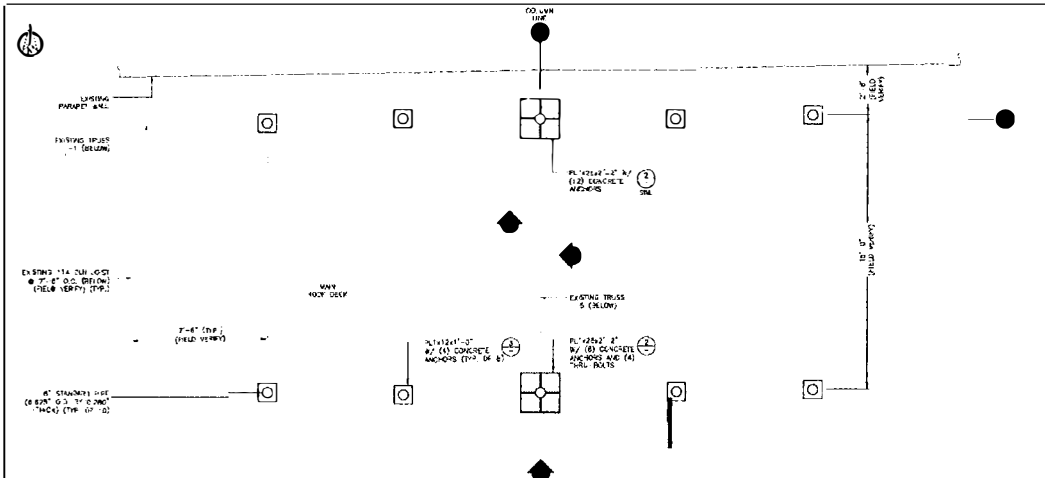
PLATFORM PLAN

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PLATFORM NOTES

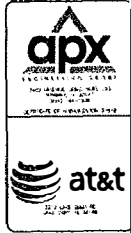
Revision table with columns for NO., DATE, and DESCRIPTION. Includes logos for APX and AT&T. Text: 'THIS DOCUMENT HAS BEEN PROVISIONALLY REVISED AND REPAIRED BY MICHAEL A. ...'. Also contains 'FL'D', 'DETAILS', and 'C10' markers.

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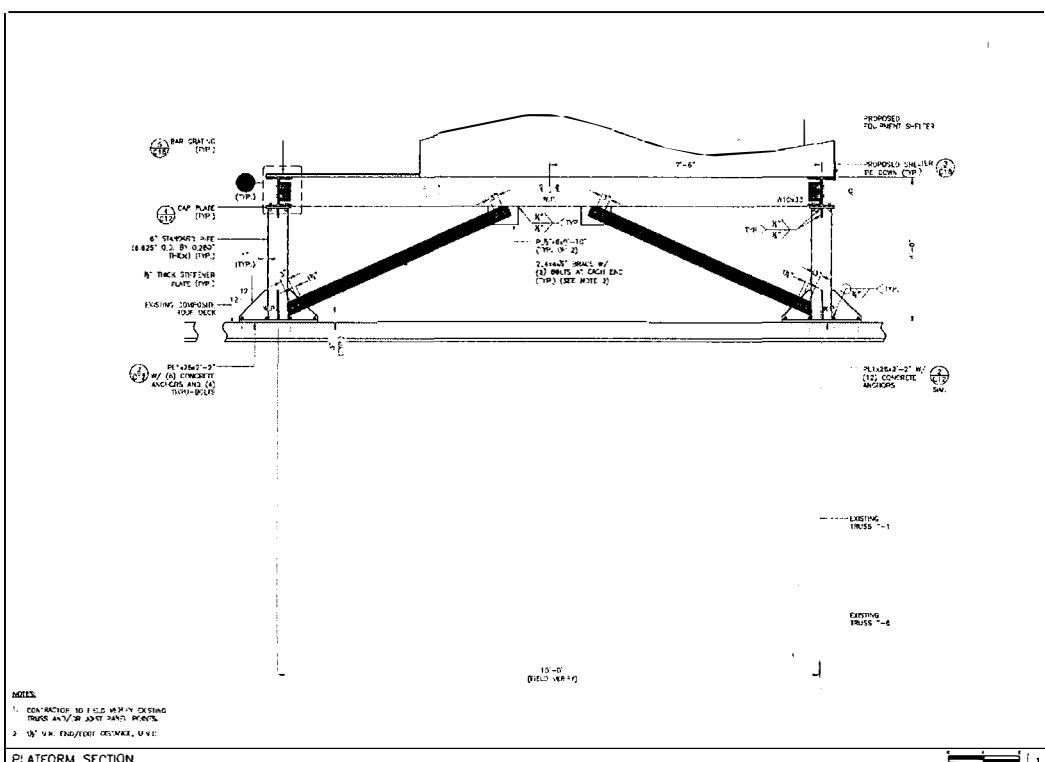
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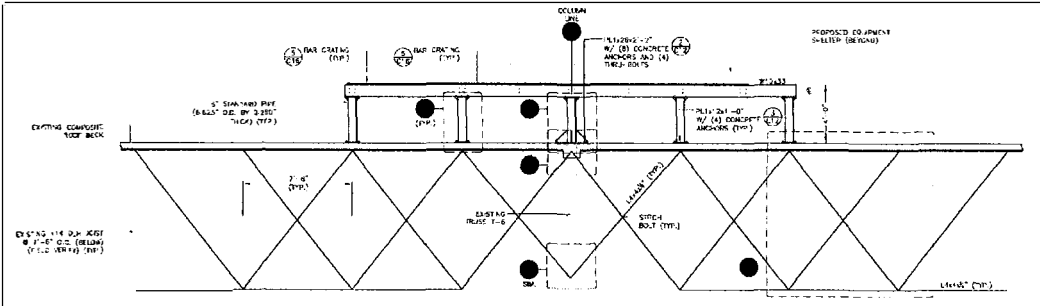
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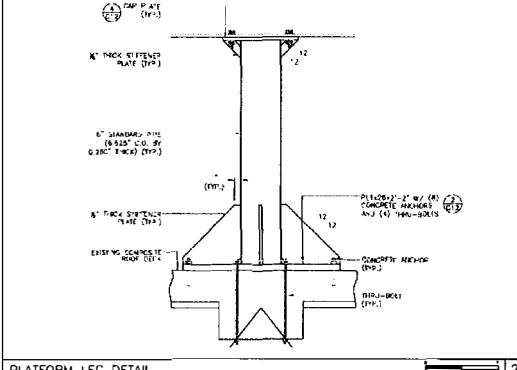
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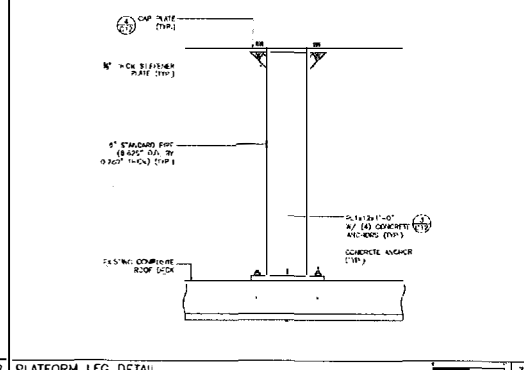


NOTE:  
CONNECTOR TO FIELD VERIFY EXISTING  
TRUSS AND/OR JOIST PANEL PER-3

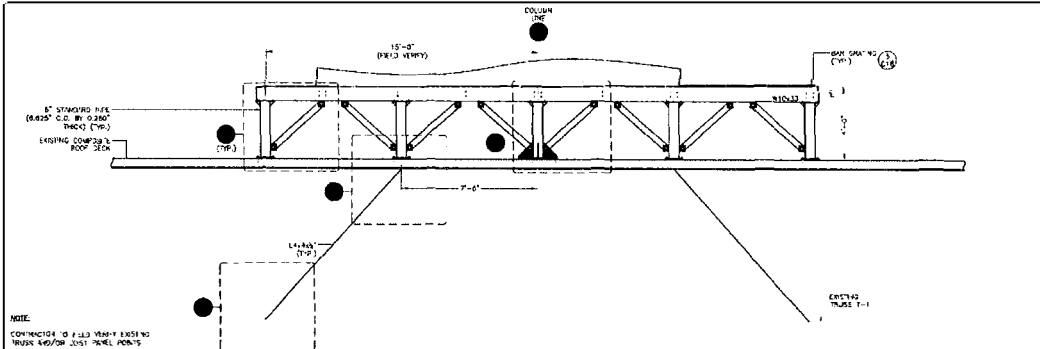
PLATFORM ELEVATION



PLATFORM LEG DETAIL 1

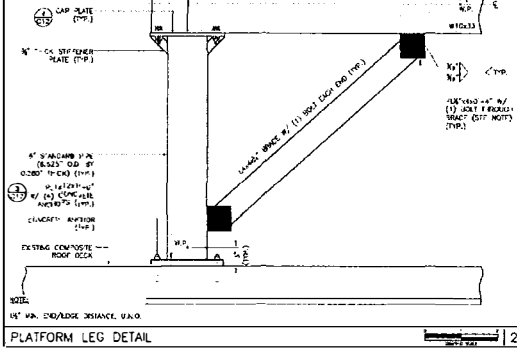


PLATFORM LEG DETAIL 2

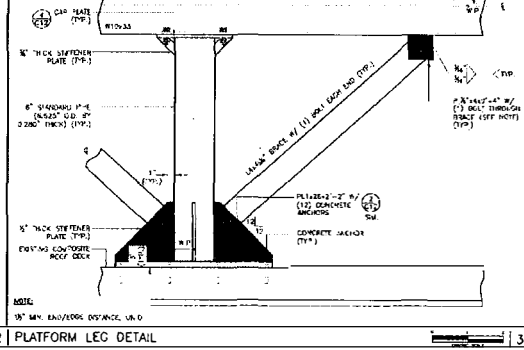


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PLATFORM ELEVATION



PLATFORM LEG DETAIL 1



PLATFORM LEG DETAIL 2

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P-AT&T-M 10-1415  
SHEET NUMBER  
C14

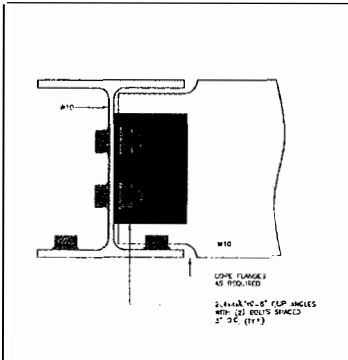
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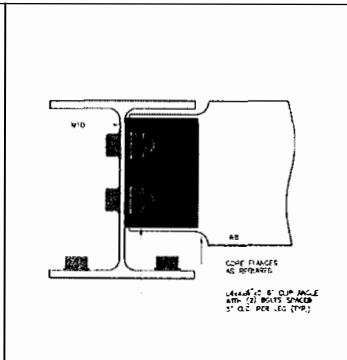


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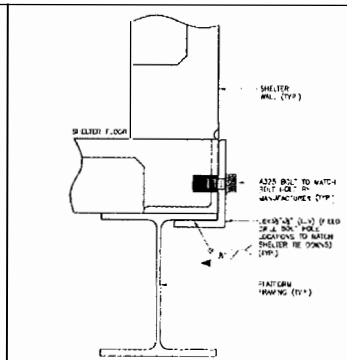
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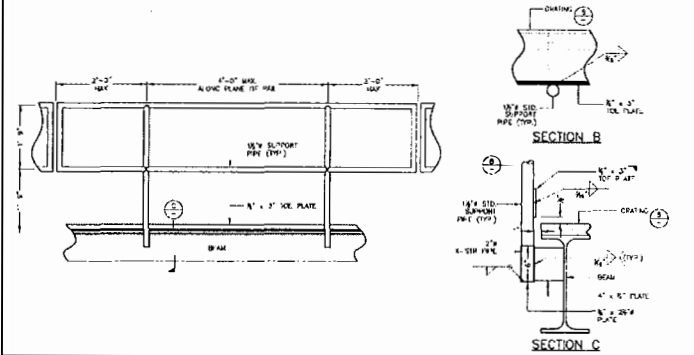
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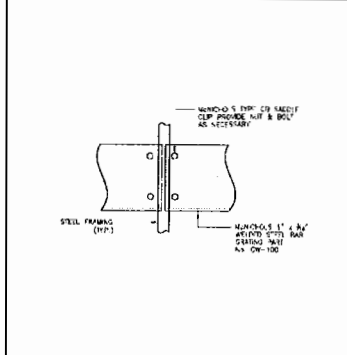
W10 TO W8 CONNECTION DETAIL



SHELTER TIE DOWN DETAIL



GUARDRAIL CONNECTION DETAIL



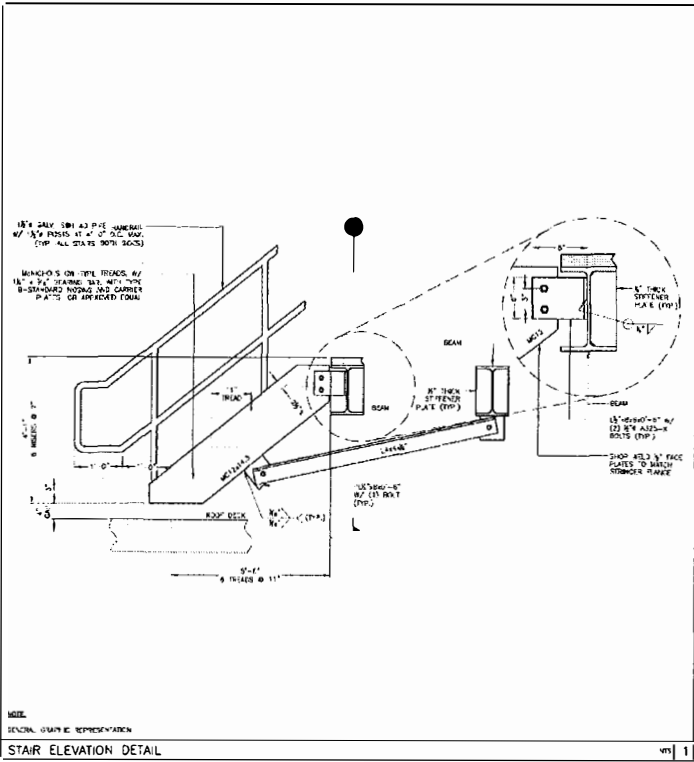
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NO.	DATE	DESCRIPTION
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C	02/20/14	REVISED
D	12/11/14	REVISED

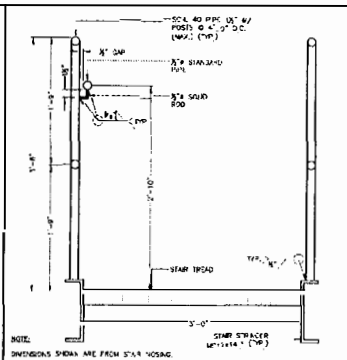
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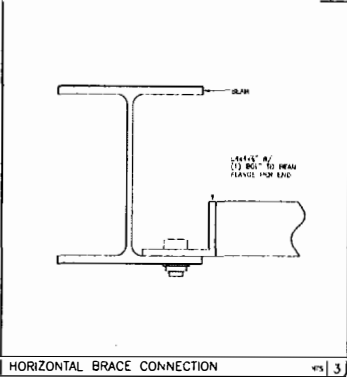
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STAIR ELEVATION DETAIL



STAIR SECTION



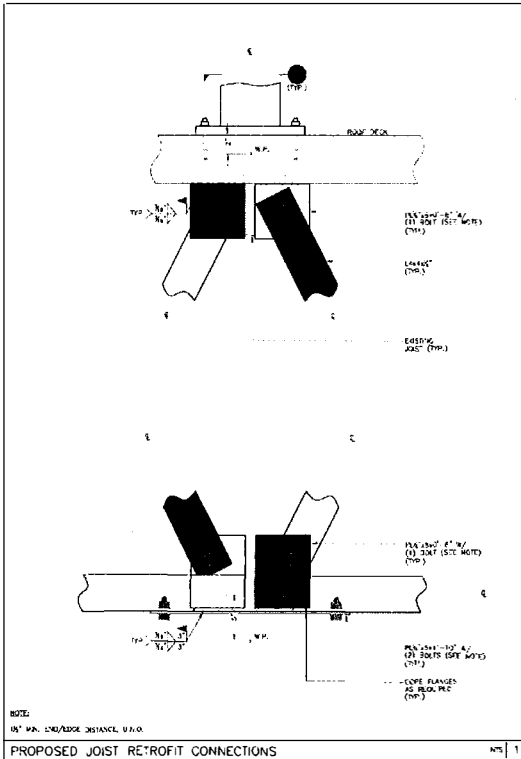
HORIZONTAL BRACE CONNECTION

NO.	DATE	DESCRIPTION
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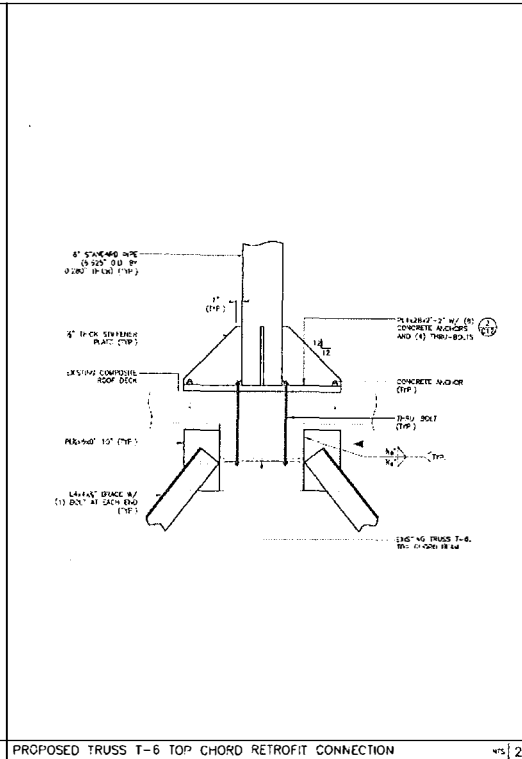
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 C17



PROPOSED JOIST RETROFIT CONNECTIONS



PROPOSED TRUSS T-6 TOP CHORD RETROFIT CONNECTION

NO.	DATE	DESCRIPTION
A	11/24/15	PRELIMINARY
B	12/24/15	REVISED
C	12/24/15	REVISED
D	12/24/15	REVISED
E	12/24/15	REVISED

SHEET NO. 1 OF 1  
 PROJECT NO. 15-2143.07  
 DRAWN BY: I. GARCIA  
 CHECKED BY: M. HARRIS

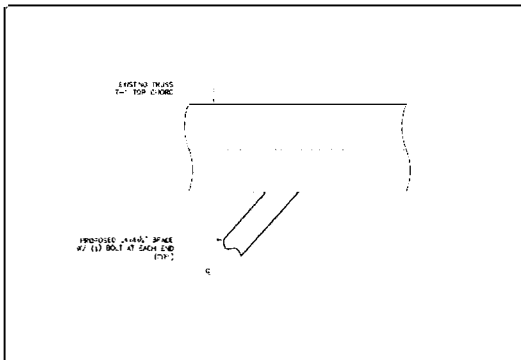
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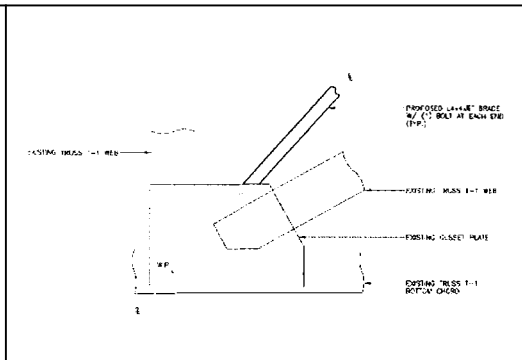
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 P. APPROXIMATE LAYOUT  
 SHEET NUMBER  
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PROPOSED TRUSS T-1 TOP CHORD RETROFIT CONNECTION



PROPOSED TRUSS T-1 BOTTOM CHORD RETROFIT CONNECTION

NO.	DATE	DESCRIPTION
A	11/24/15	PRELIMINARY
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E	12/24/15	REVISED

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 PROJECT NO. 15-2143.07  
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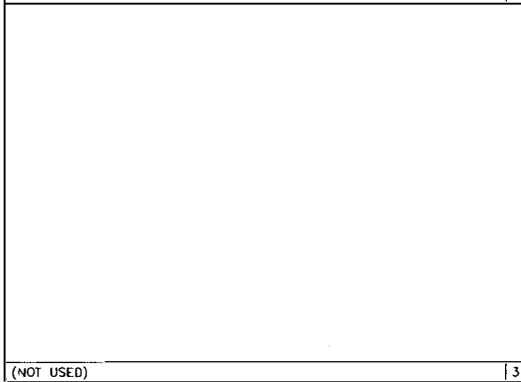
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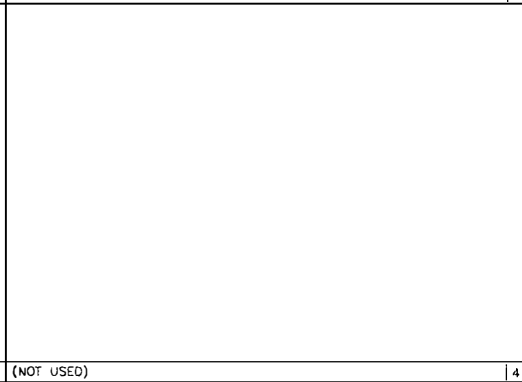
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D	12/24/15	REVISED
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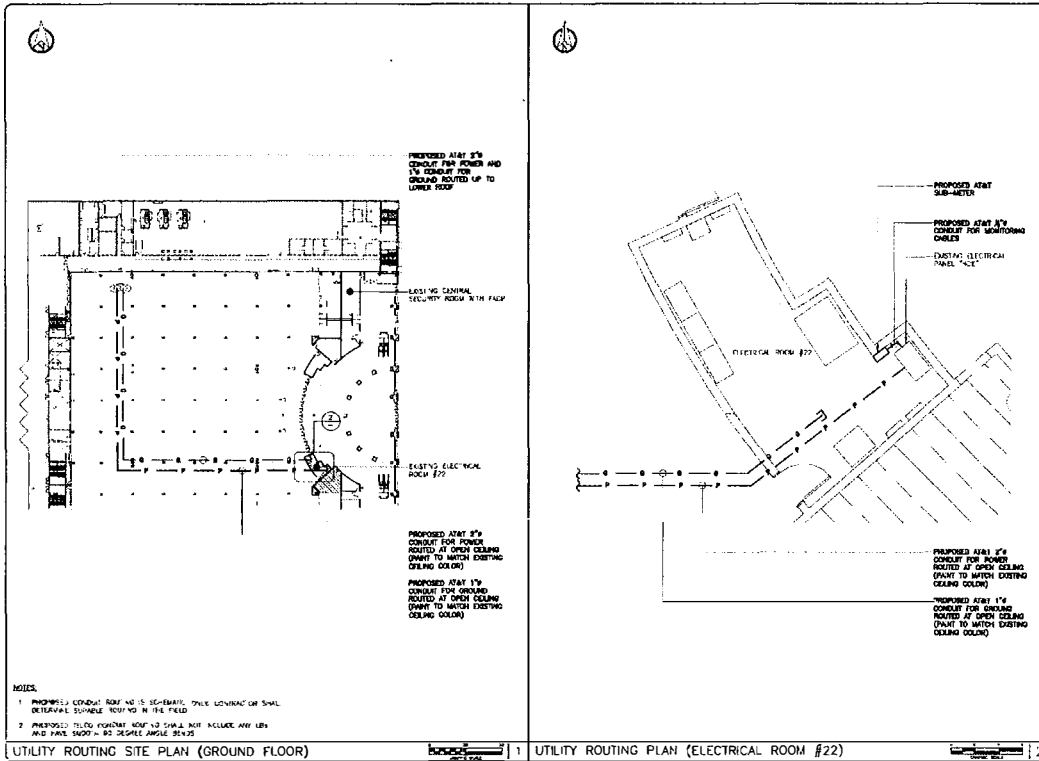
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 SHEET NUMBER  
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REV	DATE	DESCRIPTION
A	11/26/15	ISSUED
B	8/24/15	REVISED
C	8/24/15	REVISED
D	1/16/15	REVISED

APX PROJECT NO.: 10-21837

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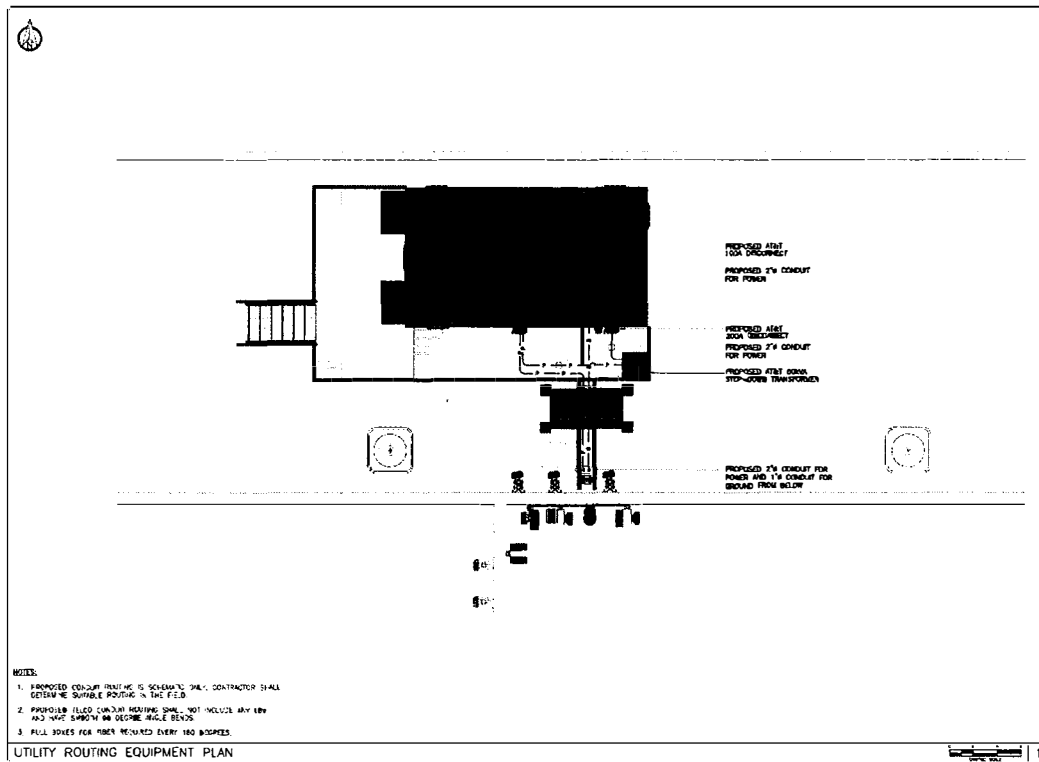
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UTILITY ROUTING  
SITE PLAN

SHEET NUMBER  
F-2



REV	DATE	DESCRIPTION
A	11/26/15	ISSUED
B	8/24/15	REVISED
C	8/24/15	REVISED
D	1/16/15	REVISED

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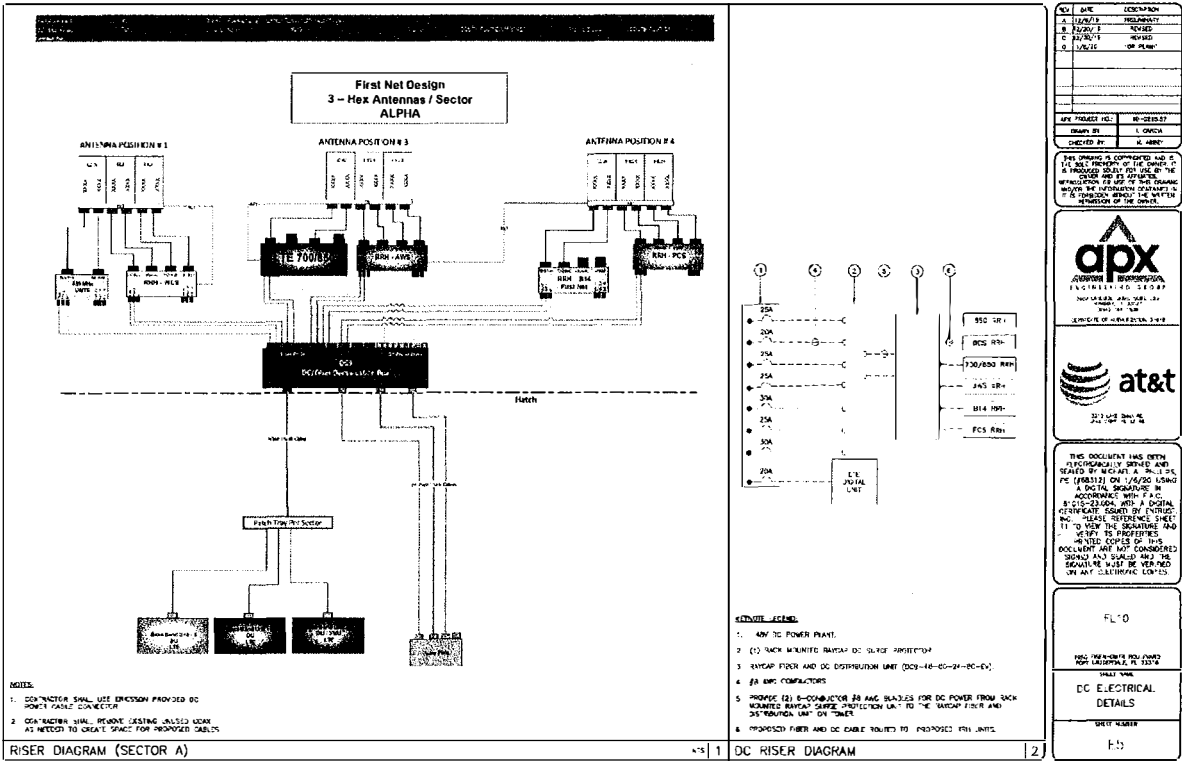
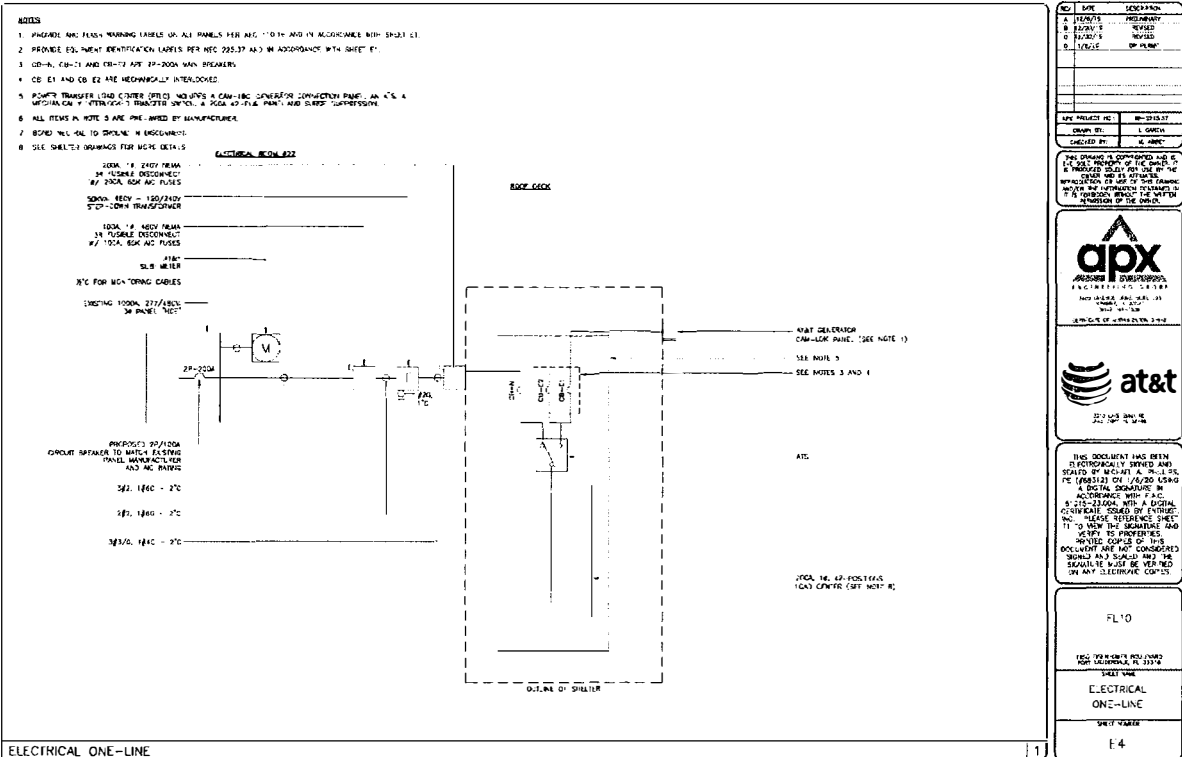
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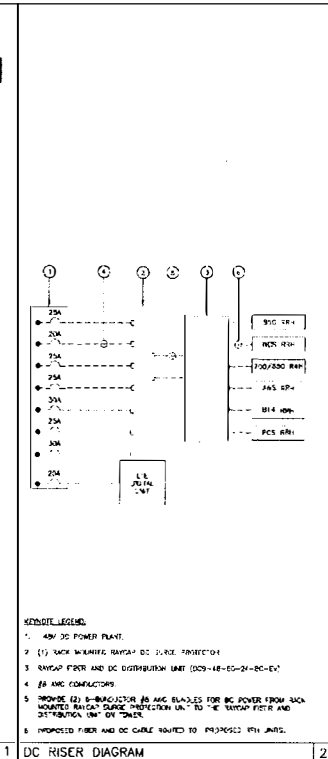
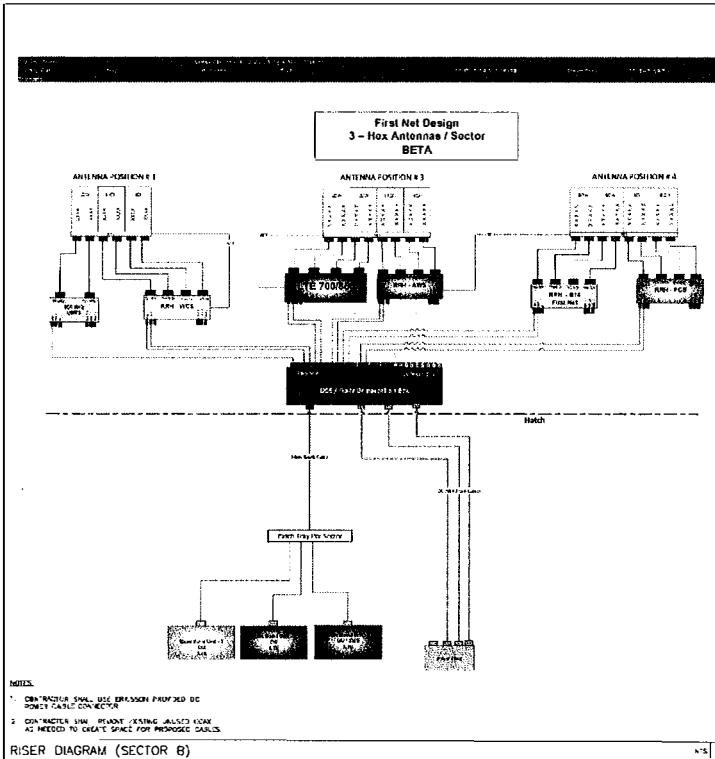
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UTILITY ROUTING  
EQUIPMENT PLAN

SHEET NUMBER  
F-3





REV	DATE	DESCRIPTION
A	12/24/15	ISSUANCE
B	12/24/15	REVISED
C	12/24/15	REVISED
D	1/21/16	REVISED

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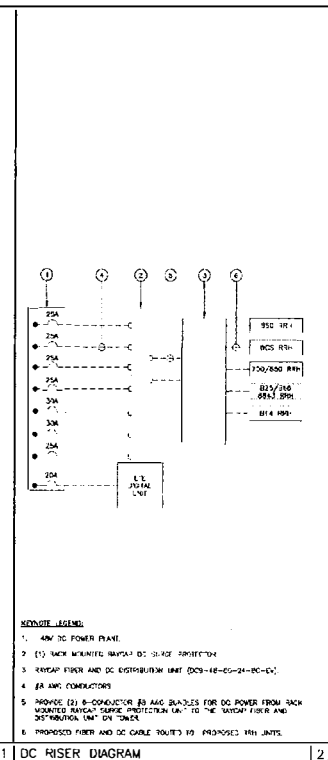
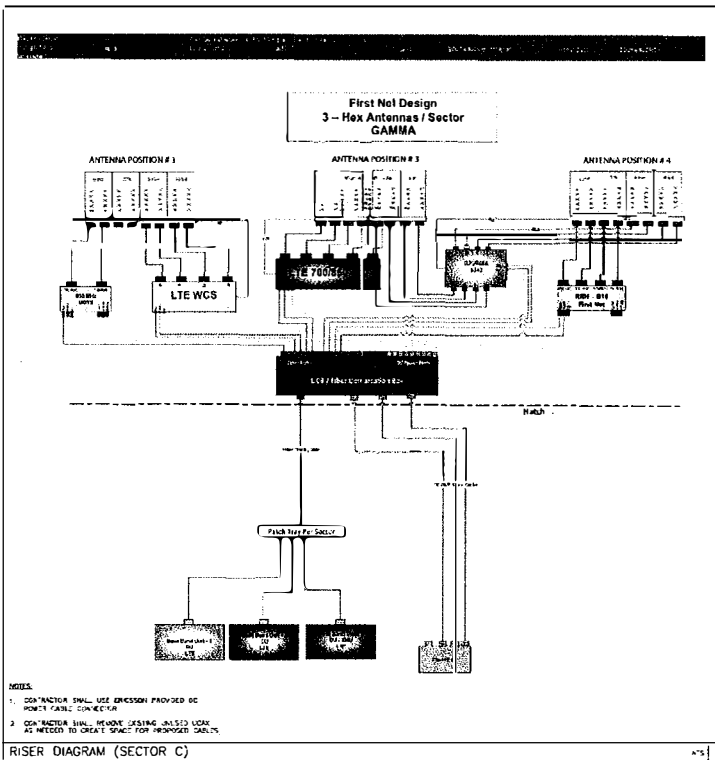
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DC ELECTRICAL  
 DETAILS

SHEET NUMBER  
 E-6



REV	DATE	DESCRIPTION
A	12/24/15	ISSUANCE
B	12/24/15	REVISED
C	12/24/15	REVISED
D	1/21/16	REVISED

APX PROJECT NO: 10-215147  
 DRAWN BY: J. GONZA  
 CHECKED BY: K. HARR

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apx  
 ENGINEERING SERVICES  
 10000 W. 10TH AVE. SUITE 100  
 DENVER, CO 80201-1000  
 303.751.1000

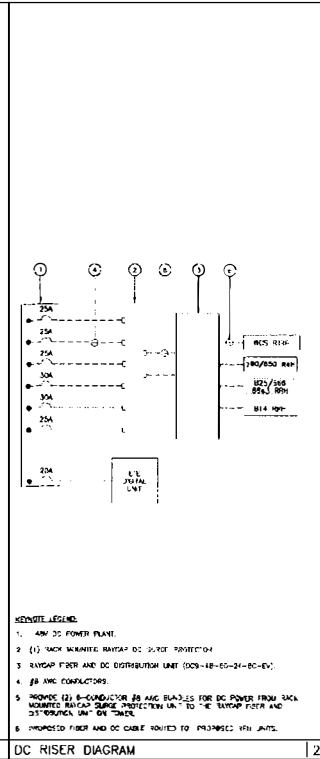
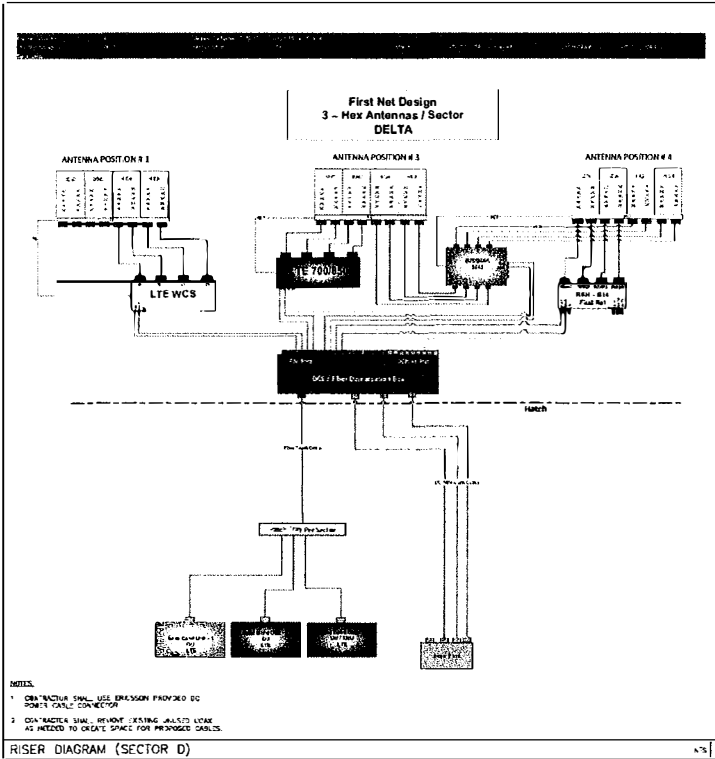
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DC ELECTRICAL  
 DETAILS

SHEET NUMBER  
 E-7



REV	DATE	DESCRIPTION
A	12/26/19	PRELIMINARY
B	1/22/20	REVISED
C	1/22/20	REVISED
D	1/22/20	REVISED
E	1/22/20	REVISED

PROJECT NO: 19-216157  
DRAWN BY: J. COHEN  
CHECKED BY: A. HARRIS

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PH: 713.766.1100  
WWW.APX.COM

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DC ELECTRICAL  
DETAILS

SHEET NUMBER  
E8

		RISER DC FIBER DEMARCATION BOX		DC / FIBER DEMARCATION BOX			
SECTOR	ANTENNA	ANTENNA MAKE	ANTENNA MODEL	MODEL	QUANTITY	MODEL	QUANTITY
19-14-1	300'	92'			1		1
19-14-2	300'	92'			1		1
19-14-3	300'	92'			1		1
19-14-4	300'	92'			1		1
19-14-5	300'	92'			1		1
19-14-6	300'	92'			1		1
19-14-7	300'	92'			1		1
19-14-8	300'	92'			1		1
19-14-9	300'	92'			1		1
19-14-10	300'	92'			1		1
19-14-11	300'	92'			1		1
19-14-12	300'	92'			1		1
19-14-13	300'	92'			1		1
19-14-14	300'	92'			1		1
				TOTAL	14	TOTAL	14
				TOTAL	14	TOTAL	14

**ANTENNA AND COAX SCHEDULE**

SECTOR	ANTENNA	ANTENNA MAKE	ANTENNA MODEL	MODEL	QUANTITY	MODEL	QUANTITY	LENGTH PER LINE
19-14-1	300'	92'			1		1	
19-14-2	300'	92'			1		1	
19-14-3	300'	92'			1		1	
19-14-4	300'	92'			1		1	
19-14-5	300'	92'			1		1	
19-14-6	300'	92'			1		1	
19-14-7	300'	92'			1		1	
19-14-8	300'	92'			1		1	
19-14-9	300'	92'			1		1	
19-14-10	300'	92'			1		1	
19-14-11	300'	92'			1		1	
19-14-12	300'	92'			1		1	
19-14-13	300'	92'			1		1	
19-14-14	300'	92'			1		1	
				TOTAL	14	TOTAL	14	
				TOTAL	14	TOTAL	14	

**LEGEND:**

19-14-1 = 19-14-14

REV	DATE	DESCRIPTION
A	12/26/19	PRELIMINARY
B	1/22/20	REVISED
C	1/22/20	REVISED
D	1/22/20	REVISED
E	1/22/20	REVISED

PROJECT NO: 19-216157  
DRAWN BY: J. COHEN  
CHECKED BY: A. HARRIS

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ANTENNA  
SCHEDULE

SHEET NUMBER  
AN - 1

**Exhibit B**  
**Draft New License Agreement**

**IN-BUILDING LICENSE AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

This In-Building License Agreement (“License Agreement”) between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and AT&T Mobility National Accounts LLC, a Delaware limited liability company, whose address is 1025 Lenox Park Blvd NE Atlanta, Georgia 30319, as contracting agent on behalf of the applicable AT&T affiliated entities providing wireless telecommunications equipment and services (“Carrier” or “AT&T”), is entered into and effective as of the date this License Agreement is fully executed by the Parties (“Effective Date”). County and Carrier are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS**

A. County owns the property and the improvements located at 201 Southeast 6 Street, Fort Lauderdale, Florida (“County Property”), as more particularly described on **Exhibit A**, attached hereto and made a part hereof.

B. Carrier requires a license from County to access the County Property to install, maintain, inspect, remove, augment and operate the equipment necessary to extend and distribute the cellular signal of the Carrier within the County Property (“In-Building Solutions”).

C. Carrier represents and warrants that Carrier is authorized to transact business in the State of Florida.

D. County finds it to be in the public interest to grant Carrier a license for the use stated herein under the terms and conditions set forth below.

**LICENSE AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DESCRIPTION OF LICENSED PREMISES:**

County hereby grants to Carrier the right, license, and privilege of accessing and using a portion of the County Property, which is more particularly described on **Exhibit B**, attached hereto and made a part hereof (“Licensed Premises”), in accordance with the terms of this License Agreement.

2. TERM/RENEWAL:

The term of the License Agreement shall be effective for ten (10) years commencing on the Effective Date ("Initial Term"). The Parties shall have the option to renew the License Agreement, upon the same terms and conditions, for up to four (4) additional five (5) year terms ("Renewal Term(s)"). To exercise a renewal option, Carrier must send written notice to County, at least sixty (60) calendar days before the expiration of the then-current term, stating its desire to exercise a renewal option, and County shall notify Carrier in writing within thirty (30) calendar days after receipt of such notice as to whether County consents to such renewal. The Initial Term, and any Renewal Term, are collectively referred to herein as the "Term."

3. TAXES:

If any taxes, fines, and assessments are levied under this License Agreement and are related to Carrier's use of the Licensed Premises ("Taxes"), Carrier shall directly pay such Taxes to the applicable taxing authority.

4. USE OF LICENSED PREMISES:

4.1 Carrier and its employees, agents, contractors, and subcontractors ("Carrier's Representatives") shall use and access the Licensed Premises only to install, maintain, inspect, remove, and operate, at Carrier's sole option and cost, any In-Building Solutions equipment, including cable lines, lock boxes, repeaters, amplifiers, antennas, base station equipment, and other facilities necessary or useful to provide communication services to the County Property ("Carrier Equipment"). The Licensed Premises shall not be used for any other purpose whatsoever without the prior written consent of County.

4.2 Approved Plans.

4.2.1 At least ninety (90) calendar days after the Effective Date, Carrier shall provide County with drawings, plans, and/or specifications reasonably detailing the location and size of the Carrier Equipment ("Plans"). Carrier shall submit these Plans in substantially the same form as **Exhibit C**, attached hereto, along with any other information required by the Enterprise Technology Services ("ETS") Director of Broward County ("Director").

4.2.2 The Director shall give Carrier written notice as to whether County approves such Plans at least sixty (60) calendar days after County receives the Plans. If County disapproves of the Plans, the written notice shall specify the reasons for County's disapproval ("Disapproval Notice"). Carrier shall revise the Plans in accordance with the Disapproval Notice, and shall submit new



Plans to County at least ten (10) business days after receiving the Disapproval Notice. Carrier shall repeat the same procedure as set forth above until County approves the Plans ("Approved Plans").

4.2.3 Carrier may not perform any work on the Licensed Premises until the Plans for such work become Approved Plans. Carrier may make necessary alterations or additions to the Approved Plans with prior written approval from the Director. When such alterations or additions are approved by the Director, they shall become a part of the Approved Plans.

4.3 Installation.

4.3.1 Carrier and Carrier's Representatives may install the Carrier Equipment, at Carrier's sole cost and expense, and in accordance with the Approved Plans ("Carrier Installation"), provided that Carrier shall:

(a) perform such construction in a safe manner, consistent with generally accepted construction standards; and

(b) perform such construction and work in such a way as to reasonably minimize interference with the operation of the Licensed Premises; and

(c) obtain, prior to the commencement of any construction and work, necessary federal, state, and municipal permits, licenses, and approvals.

4.3.2 Carrier shall schedule the dates and times necessary for the Carrier Installation with ETS. Carrier shall complete the Carrier Installation within a commercially reasonable timeframe, but no longer than one hundred eighty (180) calendar days, from the date that the Carrier Installation commenced. Notwithstanding the foregoing, the County Administrator, in his or her sole discretion, may grant Carrier up to two (2) additional one hundred eighty (180) day extensions to complete the Carrier Installation.

4.3.3 During the Carrier Installation, County will provide Carrier with space on the seventeenth (17<sup>th</sup>) floor of the County Property to store and secure Carrier Equipment and all materials needed for the Carrier Installation ("Staging Location"). Carrier may use the Staging Location at its own risk; County shall not be liable for any damage, theft, misappropriation, or loss thereof, except as

provided for in Section 0.0.6.1.

4.3.4 The Carrier Installation shall not require any new roof penetrations or vertical penetrations in the County Property. If the Carrier Installation requires access to the roof of the County Property, Carrier may use a portion of the existing conduits and penetrations that lead up to said roof for GPS antennas as long as no new roof penetrations are made. The Carrier Installation may require new horizontal penetrations within the same floor of the Licensed Premises, and County shall provide such horizontal penetrations in accordance with Section 5.1 and as specified in the Approved Plans.

4.4 Carrier shall use commercially reasonable efforts to mitigate material signal interference between the Carrier Equipment and the County's equipment, or the operation of the County Property, to the extent the interference is caused by the Carrier Equipment. If the Carrier Equipment causes the public safety radio system to become inoperable in any area of the County Property, Carrier will begin the process of correcting this material interference within four (4) hours, or as soon as reasonably practicable, after the receipt of notice from County.

4.5 Carrier agrees that it will not, without the County's prior written consent, permit the County Property to be used or accessed by any person, firm, entity, or corporation other than Carrier and Carrier's Representatives. Carrier may, without the County's consent, contract or subcontract any portion of the work contemplated by this License Agreement to any person or entity competent to perform such work. Carrier shall require its subcontractors, by written contract, to comply with the provisions of this License Agreement to the same extent as Carrier. A subcontract shall not relieve Carrier of any of its obligations under this License Agreement.

4.6 Carrier shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the County Property; (ii) take any action, or keep anything in or about the County Property, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the County Property; and (iv) use or occupy the County Property in any manner that will violate any laws or regulations of any governmental authority.

5. COUNTY'S RESPONSIBILITIES:

5.1 County shall provide to Carrier, at no cost to Carrier, any conduit, holes, penetrations, wire ways, fiber wiring, utilities, and any other items which County, in its sole discretion, determines is necessary for the completion of the Carrier Installation. County shall also be responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a base station or small cell is deployed.

5.2 If County is required to provide any items for the Carrier Installation under Section 5.1, County shall reasonably cooperate with Carrier to supply such items, including, but not limited to, transport within a reasonable time.

5.3 County shall provide to Carrier, at County's sole cost, all electrical circuits, electricity, and rack space within the Licensed Premises, in accordance with **Exhibit C**, that is sufficient, climate controlled, and in such a condition which will allow Carrier to install, maintain, inspect, remove, and operate the Carrier Equipment.

5.4 County covenants that it will maintain the Licensed Premises in a suitable and safe working environment and keep the Licensed Premises free of any hazardous substance or waste, except for small amounts that are properly stored as permitted by applicable law ("Hazardous Materials"). County shall not require Carrier to handle, remove, or dispose of Hazardous Materials, or to perform any work at any premises that is not a suitable and safe working environment. County agrees that Carrier shall not be liable for any Hazardous Materials on the County Property, provided that Carrier or Carrier's Representatives did not use, produce, manufacture, store, dispose of, or discharge such Hazardous Materials in, under, or about the County Property.

5.5 County shall not interfere with the installation, maintenance, inspection, removal, or operation of the Carrier Equipment on the Licensed Premises. County shall secure the space where the Carrier Equipment is located and provide a security escort any time Carrier or Carrier's Representatives reasonably need to access such space. County shall not allow any other wireless carrier to use the Carrier Equipment or to access the space where the Carrier Equipment is located.

5.6 County will be solely responsible for all costs associated with altering the Carrier Equipment and/or moving the Carrier Equipment within the Licensed Premises to a new location if such alteration or relocation is (i) a result of County remodeling the Licensed Premises; or (ii) requested by the County but is not necessary for the Carrier Equipment to operate properly. These type of alterations or relocations of Carrier Equipment are subject to Carrier's written approval, which shall not be unreasonably withheld or delayed.

5.7 During the Term of this License Agreement, County will notify Carrier of its intent to vacate the Licensed Premises at least sixty (60) business days before such vacancy.

6. IMPROVEMENTS TO LICENSED PREMISES:

6.1 The Carrier Equipment shall belong to Carrier and shall be installed, maintained, and operated on the Licensed Premises at the Carrier's sole risk and obligation. County shall not be liable for any damage to the Carrier Equipment, or any theft, misappropriation, or loss thereof; provided, however, that subject to

Section 12.1, County will be liable for any damage to the Carrier Equipment caused by the negligent or willful acts or omissions of County, its employees, agents, or contractors. Nothing herein shall be deemed, construed, or asserted as County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

6.2 Upon the expiration or earlier termination of this License Agreement, Carrier shall, at its sole cost and expense, remove the Carrier Equipment (other than any Carrier Equipment which are underground conduit or vaults) and Carrier's other personal property from the Licensed Premises, and repair all damage caused by such removal. Any Carrier Equipment not removed from the Licensed Premises within sixty (60) calendar days after the expiration or earlier termination of this License Agreement shall be deemed the property of County without further liability to Carrier.

7. SECURITY/ACCESS:

7.1 County shall allow Carrier and its employees, agents, contractors, and subcontractors access to the Licensed Premises during dates and times that Carrier has scheduled with ETS ("Scheduled Appointments"), and at all times during emergencies, for the purposes allowed under the terms and conditions of this License Agreement. In the event of an emergency requiring access outside of Scheduled Appointments, Carrier shall access the Licensed Premises by contacting the Facilities Management Division's Work Control Center at 954-357-6600. "Emergency" shall mean a situation in which (a) an immediate threat is posed to (i) the health and safety of any occupant or visitor to the building; or (ii) the structural integrity of the building, or (b) there is a disruption or outage in communication services to the Licensed Premises.

7.2 Carrier will cooperate with County and provide any and all information that County may request to determine appropriate security and network access restrictions, and to verify Carrier's compliance with County security standards. Carrier shall comply at all times with all applicable County access and security standards, including the Security Requirements set forth in **Exhibit D**, and any other restrictions or standards for which County provides written notice to Carrier.

7.3 Carrier shall immediately notify the County, in compliance with the "Notices" Section of this License Agreement, of any terminations/separations of who had access to the Licensed Premises or who were performing services under this License Agreement. Carrier shall provide this notice within one (1) calendar day from the date of such termination/separation.

8. ASSIGNMENT OR SUBCONTRACTING:

8.1 Carrier may, without County's consent, assign in whole or relevant part its rights and obligations under this License Agreement to an affiliate of Carrier. In

no other case may this License Agreement be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. In the case of any assignment, the assigning Party will remain financially responsible for the performance of the assigned obligations.

8.2 Carrier may subcontract to an affiliate or a third-party work to be performed under this License Agreement, but it will remain financially responsible for the performance of such obligations.

9. INSPECTIONS:

County or its agents, or any authorized employee of said agent, may enter upon the Licensed Premises to determine if Carrier is using the Licensed Premises consistent with the terms of this License Agreement.

10. WARRANTIES:

Carrier represents and warrants that all services provided under this License Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s).

11. INDEMNIFICATION:

Carrier shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures for any tangible property damage, death, or bodily injury, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this License Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Carrier or its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this License Agreement. In the event any Claim is brought against an Indemnified Party, Carrier shall, upon written notice from County, resist and defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this Section shall survive the expiration or earlier termination of this License Agreement.

12. LIMITATION OF LIABILITY:

12.1 Unless otherwise expressly set forth in this License Agreement, either Party's entire liability and the other Party's exclusive remedy for damages on account of any claim arising out of and not disclaimed under this License

Agreement shall be limited as follows:

(a) for bodily injury, death or damage to real property or to tangible personal property proximately caused by a Party's negligence, proven direct damages;

(b) for any third-party claims, the remedies available under Section 11 of this License Agreement; or

(c) for claims arising from the other Party's gross negligence or willful misconduct, proven damages and any applicable statutory damages (including fines and penalties) in the event of a false claim.

12.2 Except as may be recoverable under Section 12.1, Carrier will not be liable for any damages arising out of or relating to mistakes, omissions, interruptions, delays, errors, or defects in the Carrier Equipment.

12.3 Except for the indemnification obligations under Section 11 of this License Agreement, or in the case of a Party's gross negligence or willful misconduct, neither Party will be liable to the other Party for any indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues, or increased cost of operations.

12.4 Disclaimer of Liability. Carrier will not be liable for any damages arising out of or relating to: interoperability, access or interconnection of the Carrier Equipment with applications, data, equipment, services, content, or networks provided by County or third parties; except to the extent required under this License Agreement, service defects, service levels, delays, or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions; lost or altered messages or transmissions; or unauthorized access to or theft, alteration, loss or destruction of County's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems.

12.5 Disclaimer of Warranties. Carrier makes no representations or warranties, express or implied, specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement and specifically disclaims any warranty arising by usage of trade or by course of dealing; further, Carrier makes no representation or warranty that telephone calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number) and makes no guarantee regarding network security or coverage.

12.6 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this License Agreement will apply regardless of the form of

action, whether in contract, equity, tort, strict liability, or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each Party and its affiliates and their respective employees, directors, subcontractors, and suppliers.

13. INSURANCE:

13.1 Carrier shall maintain at its sole expense, at all times during the Term of this License Agreement (unless otherwise provided), at least the minimum insurance coverage designated in **Exhibit E** in accordance with the terms and conditions stated in this Section.

13.2 Carrier shall utilize an insurer with a current A.M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII," or an insurer that holds a valid Florida Certificate of Authority eligible to transact insurance in the State of Florida. Carrier shall be responsible for the payment of any policy deductibles. Self-insured retentions on coverage required by County must be declared in writing. Carrier's insurance shall provide primary coverage and shall not require contribution or be called upon to contribute to a loss from County's insurance or self-insurance program maintained by County.

13.3 Carrier agrees to list Broward County as an additional insured under Carrier's required commercial liability insurance policy and any excess liability insurance policy needed to meet required total limits. The listed certificate holder on all required policies shall be "Broward County."

13.4 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy shall be provided, with minimum limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Five Million Dollars (\$5,000,000) per aggregate. Coverage must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.
- Contractual Liability applicable to this License Agreement
- Personal Injury Coverage, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

13.5 Business Automobile Liability Insurance. Business Automobile Liability Insurance, if performance of services requires the use of an automobile, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limit for bodily injury and property damage. Coverage must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.

13.6 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of Florida, with Statutory Limits, and Employers' Liability Insurance with limit of no less than Two Million Dollars (\$2,000,000) per each accident for bodily injury or disease.

13.7 Umbrella Coverage. Carrier shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability, and employer's liability policies in an amount not less than ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.

13.8 Professional Liability Insurance including cyber/ network coverage. Professional Liability Insurance (E & O) shall be provided with minimum limits of Three Million Dollars (\$3,000,000.00) per claim or wrongful act and in the aggregate and shall cover those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this License Agreement. Coverage must be on a claims-made basis, and must respond to claims reported within three (3) years following the period for which coverage is required.

13.9 Prior to the commencement of work, but in no event later than fifteen (15) calendar days after execution of this License Agreement, Carrier shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this License Agreement without any liability to Carrier.

13.10 Insurance coverage is not to cease and is to remain in force and effect until the expiration or earlier termination of the License Agreement and County determines all performance required of Carrier has been satisfied. Carrier shall provide notice to County of any cancellation of any required insurance at least thirty (30) calendar days prior to the date of expiration and shall concurrently provide County with a copy of its updated Certificate of Insurance. Carrier shall ensure that there is no lapse of coverage at any time during the Term of this License Agreement. Carrier shall provide certified copies of any policy upon County's request.

13.11 If Carrier hires subcontractor(s) to perform any work under this License Agreement, Carrier shall require its subcontractor(s) to carry reasonable and prudent coverage and limits, policy.

13.12 County reserves the right to review and revise any insurance requirements, including, but not limited to, deductibles, limits, coverage, and endorsements at the time of any written amendments to this License Agreement, or the exercise of a Renewal Term.



14. DAMAGE OF LICENSED PREMISES:

Carrier shall repair any damage of any kind or nature to the Licensed Premises and County property located thereon caused by the use of the Licensed Premises by Carrier or its employees, agents, contractors, or subcontractors.

Carrier shall give County prompt written notice, in compliance with the "Notices" Section of this License Agreement, of any occurrence, incident, or accident occurring on the County Property as a result of this License Agreement.

15. DEFAULT/TERMINATION:

15.1 Should either Party default in the performance of a material provision of this License Agreement and fail to correct same within thirty (30) calendar days after having received notice specifying the nature of such default, unless such default is of a nature that it cannot be completely cured within thirty (30) calendar days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting Party may terminate this License Agreement and may pursue all other remedies available to it at law and/or equity.

15.2 INTENTIONALLY DELETED.

15.3 Equipment Removal Fee. If County terminates the License Agreement under Section 15.2, County shall pay the equipment removal fees, as detailed in **Exhibit C-1**, attached hereto and made a part hereof.

16. AMENDMENTS:

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

17. SURRENDER UPON TERMINATION:

Carrier agrees that it will leave the Licensed Premises in the condition existing at the commencement of this License Agreement, except for all alterations, adjustments, partitions, additions, improvements, or normal wear and tear, unless otherwise specified in Section 6.

18. MATERIALITY AND WAIVER OF BREACH:

County and Carrier agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this License Agreement, and that each is, therefore, a material term hereof.

Either Party's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

19. NOTICES:

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by nationally recognized commercial express carrier with acknowledgement of delivery, addressed to the Party for whom it is intended at the place last specified. The addresses for notice shall remain as set forth herein unless and until changed by providing written notice of such change.

NOTICE TO COUNTY:

Broward County Administrator  
115 S. Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy mailed to:  
Real Property Director  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

NOTICE TO CARRIER:

AT&T Corp.  
One AT&T Way  
Bedminster, NJ 07921-0752

20. INDEPENDENT CONTRACTOR:

Carrier is an independent contractor under this License Agreement. Services provided by Carrier pursuant to this License Agreement shall be subject to the supervision of Carrier. In providing such services, neither Carrier nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Carrier or Carrier's agents any authority of any kind to bind County in any respect whatsoever.

21. THIRD PARTY BENEFICIARIES:

Neither Carrier nor County intends to directly or substantially benefit a third party by this License Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this License Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this License Agreement.

22. COMPLIANCE WITH LAWS:

Carrier shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

23. SEVERANCE:

In the event that any part of this License Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this License Agreement and the balance of this License Agreement shall remain in full force and effect.

24. PUBLIC RECORDS:

To the extent Carrier is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, Carrier shall:

- (a) Keep and maintain public records required were County performing the services under this License Agreement;
- (b) Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the License Agreement and following completion of the License Agreement if the records are not transferred to County; and
- (d) Upon completion of the License Agreement, transfer to County, at no cost, all public records in possession of Carrier or keep and maintain public records required were County performing the service. If Carrier transfers all public records to County, upon the completion of the License Agreement, Carrier shall destroy any duplicate public records

that are exempt or confidential and exempt. If Carrier keeps and maintains public records upon completion of the License Agreement, Carrier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Carrier to comply with the provisions of this Section shall constitute a material breach of this License Agreement entitling County to exercise any remedy provided in this License Agreement or under applicable law. A request for public records regarding this License Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Carrier will provide any requested records to County to enable County to respond to the public records request.

**IF THE CARRIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CARRIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, SCAMPBELL@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

25. LIENS:

Carrier or its employees, agents, contractors or subcontractors shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the County in and to the Licensed Premises. Carrier shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through, or under Carrier. Carrier shall also indemnify, hold harmless, and defend County against any such liens, including the reasonable fees of County's attorneys. Such liens shall be discharged by Carrier within ten (10) business days after notice by County of filing thereof by bonding, payment, or otherwise, provided that Carrier may contest, in good faith and by appropriate proceedings, any such liens.

26. JOINT PREPARATION:

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been a joint effort of the Parties, the language has been agreed to by the Parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

27. HEADINGS AND INTERPRETATION:

The headings contained in this License Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this License Agreement. All personal pronouns used in this License Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this License Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

28. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License Agreement by reference, and a term, statement, requirement, or provision of this License Agreement, the term, statement, requirement, or provision contained in this License Agreement shall prevail and be given effect.

29. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:

This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this License Agreement, shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or, in an appropriate case, in the United States District Court for the Southern District of Florida. **BY ENTERING INTO THIS LICENSE AGREEMENT, CARRIER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LICENSE AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

30. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License Agreement that is not contained in

this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

31. INCORPORATION BY REFERENCE:

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached **Exhibits A, B, C, C-1, D, and E** are incorporated into and made a part of this License Agreement.

32. CONTRACT ADMINISTRATOR:

The "Contract Administrator," as referenced herein, shall be the Real Property Director of the County.

33. ACKNOWLEDGEMENT OF AUTHORITY:

Each individual executing this License Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such Party and does so with full legal authority.

34. COUNTY LOGO:

Carrier shall not use County's name, logo, or otherwise refer to this License Agreement in any marketing or publicity materials without the prior written consent of County.

35. MULTIPLE ORIGINALS; COUNTERPARTS:

This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this In-Building License Agreement: BROWARD COUNTY through its Real Property Director, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (Agenda Item No.\_\_\_\_), and AT&T MOBILITY NATIONAL ACCOUNTS LLC signing by and through its duly authorized representative.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its Real Property Director

\_\_\_\_\_  
Signature Witness 1

By \_\_\_\_\_  
Purvi Bhogaita  
Real Property Director

\_\_\_\_\_  
Print/Type Name Witness 1

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature Witness 2

\_\_\_\_\_  
Print/Type Name Witness 2

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_ (Date)  
Irma Qureshi  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

By \_\_\_\_\_ (Date)  
Annika E. Ashton  
Senior Assistant County Attorney

**IN-BUILDING LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND AT&T MOBILITY NATIONAL ACCOUNTS LLC.**

CARRIER

AT&T Mobility National Accounts LLC, a Delaware limited liability company

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

OR

WITNESSES:

\_\_\_\_\_  
Witness 1 Signature

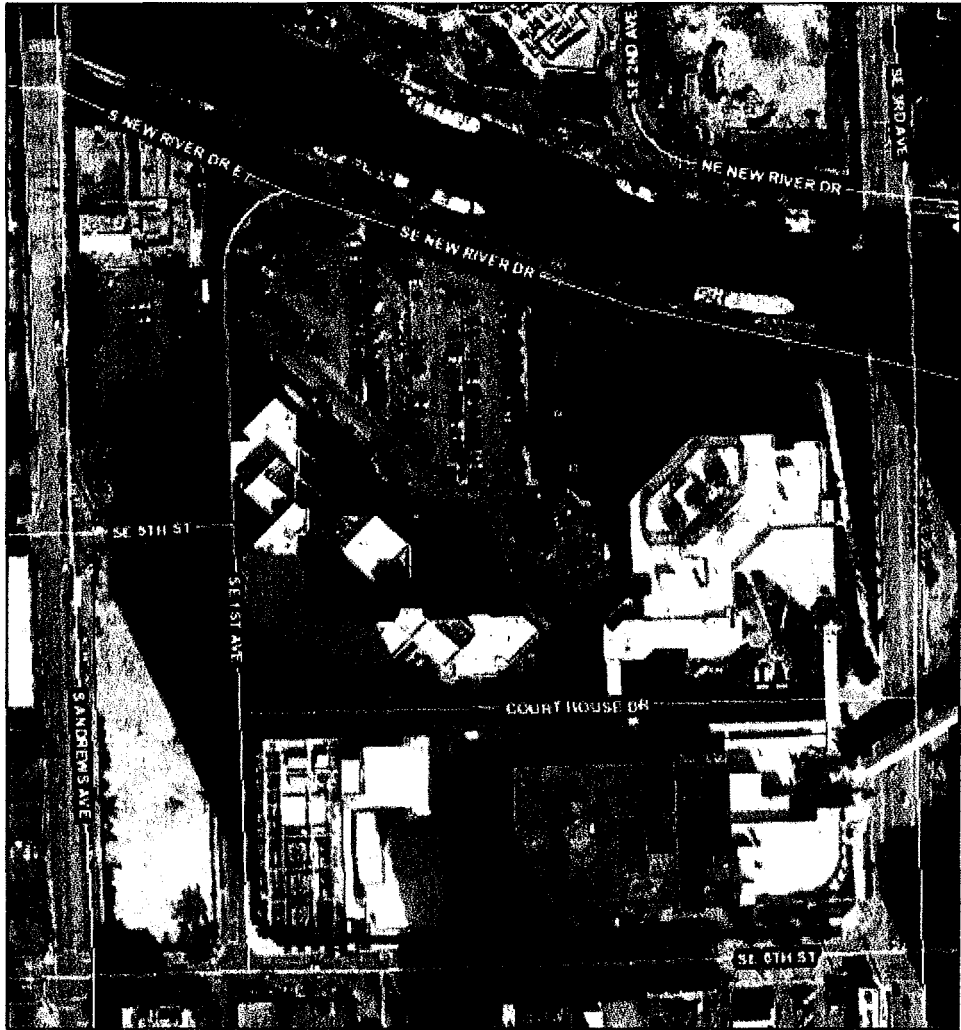
\_\_\_\_\_  
Witness 1 Print/Type Name

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Witness 2 Print/Type Name



**EXHIBIT A**  
**County Property**



**Broward County Main Courthouse, West Wing  
201 SE 6th Street, Fort Lauderdale, FL 33301**

**Legal Description is a portion of the southwest corner of the BROWARD COUNTY PHASE I, according to the Plat thereof as recorded in Plat Book 124, Page 1, PARCEL "A" of the Public Records of Broward County; within Folio Number 5042-10-85-0010.**

**EXHIBIT B**  
**Licensed Premises**

Floors one (1) through twenty (20) of the County Property.

**EXHIBIT C**  
**Plans**

<b>SCOPE DEFINITION</b>	
<b>IN-BUILDING SOLUTIONS:</b>	Carrier is providing the following In-Building Solutions:  In-Building Service Enhancement using Base station/DAS equipment
<b>ADDRESS OF COUNTY PROPERTY:</b>	201 SE 6th Street, Fort Lauderdale, FL 33301
<b>NUMBER OF COUNTY BUILDINGS IN SCOPE:</b>	1
<b>BUILDING</b>	Office
<b>TOTAL SCOPE COVERAGE AREA [SQ/FT]:</b>	715,000 square feet
<b>TOTAL SCOPE COVERAGE AREA REQUIRING CARRIER COVERAGE ENHANCEMENT [SQ/FT]:</b>	715,000 square feet
<b>SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:</b>	Carrier will provide enhanced RF coverage of LTE frequency for AT&T phones and data devices for all twenty (20) floors, encompassing 715,000 square feet, in the County Property.
<b>LIMITATION TO COVERAGE SCOPE:</b>	All other buildings, elevators, and grounds excluded from the scope of this project and limited to the square footage defined above.
General construction make-up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof 4. Ceiling type. (dropped or hard)	1. Drywall and Concrete 2. Block, Brick face, several windows in office area. 3. Pitch Hip Metal 4. Drop Ceiling in office, small hard ceiling areas

<p>County point of contact providing information above.</p>	<p>Luis Socarras- Site Mgr                  Desk (954)-357-8227                  Mobile (954)-357-8041  <a href="mailto:lsocarras@broward.org">lsocarras@broward.org</a></p>
<p>County point of contact during installation.</p>	<p>Same as above</p>

**STANDARD SOLUTION AND ASSUMPTIONS**

**LABOR & INSTALLATION:**

- On-site work will be completed during Scheduled Appointments with ETS.
- Carrier or its employees, agents, contractors, or subcontractors will optimize the new system to its maximum usable output levels.
- Proper grounding practices will be implemented.
- Carrier can use existing penetrations to install Carrier Equipment. Carrier will fire caulk any existing penetrations used for its Carrier Equipment.
- Carrier will not make any new penetrations in the Licensed Premises. County will provide any new penetrations for the Carrier Installation, as required under Section 5.1 of the License Agreement.
- Cable will be fastened using existing infrastructure, such as cable trays or existing J-hooks in the Licensed Premises where Carrier is doing installation.

**SPACE:**

- Anticipated RF Source equipment location restricts access to personnel authorized by County.
- RF Source location is environmentally controlled.

**POWER:**

- County will provide necessary power in areas where Carrier Equipment will be located or installed.
- County is not responsible for providing backup power or UPS for RF Source equipment and/or DAS equipment.

**CABLING & ANTENNAS:**

- Antennas and supporting equipment can be placed as needed to meet coverage objectives, provided that the placement is consistent with the Approved Plans and the License Agreement.
- Cable routing is available between RF Source equipment location and GPS antenna location.

- Cable pathways (horizontal & vertical) exist and are available for use but may require some core drilling. County will perform any core drilling required under Section 5.1 of the License Agreement.
- Antennas can be visible on the floors, subject to the County's approval.
- The County will approve cable routing along the most direct cable paths.
- Design may utilize any combination of coaxial, fiber optic or other cable, provided that it is consistent with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.
- County will provide conduit for the Carrier Installation in accordance with Section 5.1 of the License Agreement.
- County will permit Carrier to use existing roof penetrations, if necessary, for GPS antennas. Carrier cannot create new roof penetrations. If a new roof penetration is needed, it will be provided to Carrier by County.

**COUNTY CARE:**

- Modifications to existing County handsets (if any) are not anticipated. The Carrier Equipment will only transmit LTE/4G frequency and will only support LTE capable handsets.
- County, through its Contract Administrator, will designate one to three employees for direct access to the Carrier for account management.
- Carrier will provide the County support for the Carrier Equipment through the AT&T help desk, which can be reached by calling 1-800-317-0935.

**EXHIBIT C-1**  
**Equipment Removal Fees**

**A. Location.**

Physical address of the County Property: **201 SE 6th Street, Fort Lauderdale, Florida 33301**

**B. Installation Fee.**

Amount: **\$ 0.00**

**C. Equipment Removal Fee(s).**

The equipment removal fee for the Carrier Equipment located at the abovementioned County Property is determined in accordance with the table below.

<b>System Type</b>	<b>During 1st Year Following the Effective Date</b>	<b>During 2nd Year Following the Effective Date</b>	<b>During 3rd Year Following the Effective Date</b>	<b>After 3rd Year Following the Effective Date</b>
<b>Base Station-Enabled</b>	<b>\$ 400,000.</b>	<b>\$ 400,000.</b>	<b>\$ 40,000.</b>	<b>\$0.00</b>

**D. System-Related Funding Provided by AT&T.**

Amount: **\$ 400,000.00**

**E. Special Notes.**

Scope: AT&T is providing an In-Building Service Enhancement ("ISE") using Base Station/DAS equipment to provide enhanced RF coverage of AT&T's LTE frequency within the Broward County Courthouse. The scope includes approximately 715,000 square feet of office area (20 floors).

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has chosen to opt out of this recommendation, County acknowledges that the System will NOT be operational in the event of a power outage:

- ✓ County is NOT providing a UPS (uninterruptible power supply).
- ✓ County is NOT providing a Generator back up.
- ✓ County declines the installation/use of batteries in MDF and IDF closet(s).

**EXHIBIT D**  
**Security Requirements**

**A. General Security Requirements.**

1. Carrier's employees, agents, contractors, and subcontractors ("Authorized Workers") can access the Licensed Premises during Scheduled Appointments with ETS, and during an Emergency ("Carrier's Access").
2. A representative of ETS must supervise Carrier's Access and the Carrier Installation.

**B. Badge**

1. All Authorized Workers servicing the County Property, pursuant to this License Agreement, must have a County issued contractor ID badge (the "Badge").
2. It is the responsibility of the Authorized Workers to obtain the Badge, which requires a Background Check (as defined below).
3. The Badge must be visible and worn at all times by Authorized Workers.
4. All Authorized Workers must also wear their company/business ID badge.

**C. Criminal Background Screening**

1. All Authorized Workers servicing the County Property, pursuant to this License Agreement, must undergo a "Level 2" FDLE background check (the "Background Check").
2. Authorized Workers must go to the State Attorney's Office for the Background Check. The office is located at Broward County Judicial Complex, 201 SE 6<sup>th</sup> Street, Suite 655, Fort Lauderdale, Florida 33301, and can be reached at 954-831-6969.
3. Authorized Workers must bring a company ID or letter proving employment for the Background Check.
4. Carrier and/or its Authorized Workers should contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to the County Property. The Contract Administrator will communicate all current and appropriate requirements to the Carrier and its Authorized Workers throughout the Term of the License Agreement.

**D. Sensitive Personal Information**

1. As part of conducting a Background Check pursuant to Section 7.2 and Exhibit D of the License Agreement, County may obtain information regarding Carrier's Authorized Workers, which includes, but is not limited to, name, address, telephone number, driver's license number, date of birth,

health information, biometric data and other personal information obtained in connection with the Background Check (collectively, "Sensitive Personal Information").

2. To the extent permitted by Chapter 119, Florida Statutes, County shall consider Sensitive Personal Information to be private, sensitive, and confidential. Sensitive Personal Information may be subject to certain privacy laws, codes, ordinances, rules, and regulations, and requires a high degree of protection. County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, and must treat such Sensitive Personal Information with the same degree of care as County would treat Sensitive Personal Information of its own employees, agents, contractors, and subcontractors, including, without limitation:
  - i. Collect Sensitive Personal Information only as needed for a Background Check or otherwise as permissible under this License Agreement;
  - ii. Not use, disclose, or distribute any Sensitive Personal Information except in connection with a Background Check, as required by Chapter 119, Florida Statutes, or as permissible under this License Agreement;
  - iii. Store and transmit Sensitive Personal Information securely, including, without limitation, encrypting Sensitive Personal Information when it is at rest and being transmitted;
  - iv. Restrict access to Sensitive Personal Information only to those individuals who are authorized to access such information in accordance with federal and state laws, regulations, and rules.
  - v. Immediately notify Carrier if County becomes aware that (a) any of the above provisions has been breached; (b) any disclosure of Sensitive Personal Information to any third party not expressly permitted herein to receive or have access to Sensitive Personal Information; or (c) any breach of, or other security incident involving, County's systems or network that could cause or permit access to Sensitive Personal Information inconsistent with the above-referenced provisions. County shall fully cooperate with Carrier in determining, as may be necessary or appropriate, actions that need to be taken including the full scope of the breach, disclosure or security incident, corrective steps to be taken by County, the nature and content of any notifications, law enforcement involvement, or news/press/media contact, etc., and County shall not communicate directly with any Authorized Workers without Carrier's consent, which such consent shall not be unreasonably withheld or delayed; and



- vi. Implement any other administrative, physical, and technical safeguards to ensure proper use, and protect against any unauthorized disclosure, of Sensitive Personal Information.

Cell Site Name/FA Number: FL-10 / 10070106  
Address: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316

**EXHIBIT D**

(see attached)



REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE

APX PROJECT NO.:	19-0215.59
DRAWN BY:	J. ACOSTA
CHECKED BY:	M. ABBEY

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

3400 LAKESIDE DRIVE, SUITE 525  
 MIRAMAR, FL 33027  
 (954) 744-1538  
 CERTIFICATE OF AUTHORIZATION 31948

3210 LAKE EMMA RD  
 LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10  
 1950 EISENHOWER BOULEVARD  
 FORT LAUDERDALE, FL 33316  
 SHEET NAME

SITE PLAN

SHEET NUMBER  
 L1

Cell Site Name/FA Number: FL-10 / 10070106  
Address: 1950 Eisenhower Boulevard, Fort Lauderdale, Florida 33316

**EXHIBIT E**

**TEMPORARY FACILITY**

(see attached)





REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE

APX PROJECT NO.:	19-0215.59
DRAWN BY:	J. ACOSTA
CHECKED BY:	M. ABBEY

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**apx**  
ENGINEERING GROUP

3400 LAKESIDE DRIVE, SUITE 525  
MIRAMAR, FL 33027  
(954) 744-1538

CERTIFICATE OF AUTHORIZATION 31948

**at&t**

3210 LAKE EMMA RD  
LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10

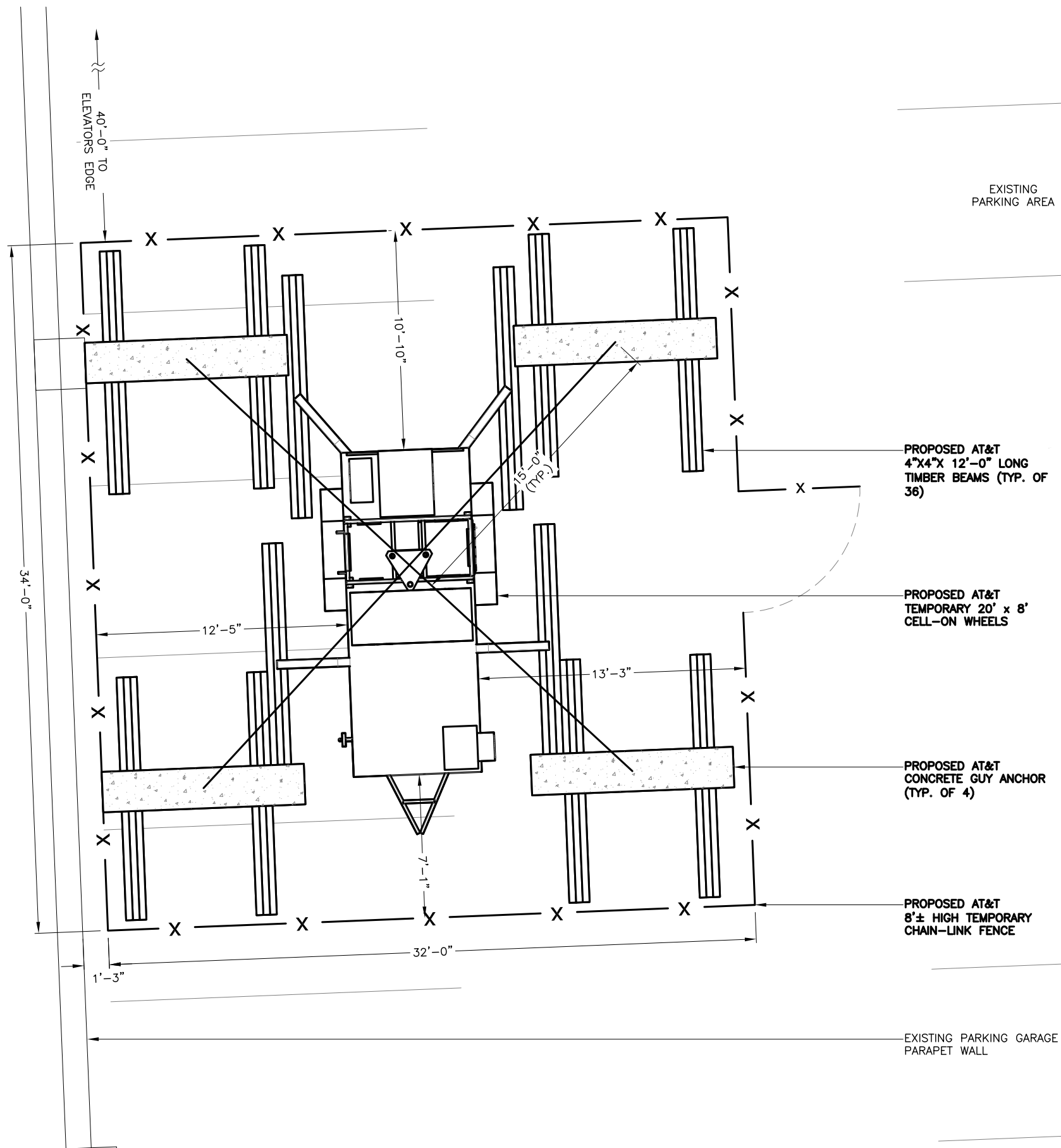
1950 EISENHOWER BOULEVARD  
FORT LAUDERDALE, FL 33316

SHEET NAME

SITE PLAN

SHEET NUMBER

L1



EXISTING  
PARKING AREA

PROPOSED AT&T  
4"x4"x 12'-0" LONG  
TIMBER BEAMS (TYP. OF  
36)

PROPOSED AT&T  
TEMPORARY 20' x 8'  
CELL-ON WHEELS

PROPOSED AT&T  
CONCRETE GUY ANCHOR  
(TYP. OF 4)

PROPOSED AT&T  
8'± HIGH TEMPORARY  
CHAIN-LINK FENCE

EXISTING PARKING GARAGE  
PARAPET WALL

REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE

APX PROJECT NO.:	19-0215.59
DRAWN BY:	J. ACOSTA
CHECKED BY:	M. ABBEY

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MIRAMAR, FL 33027  
(954) 744-1538

CERTIFICATE OF AUTHORIZATION 31948



3210 LAKE EMMA RD  
LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10

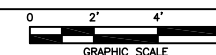
1950 EISENHOWER BOULEVARD  
FORT LAUDERDALE, FL 33316

SHEET NAME

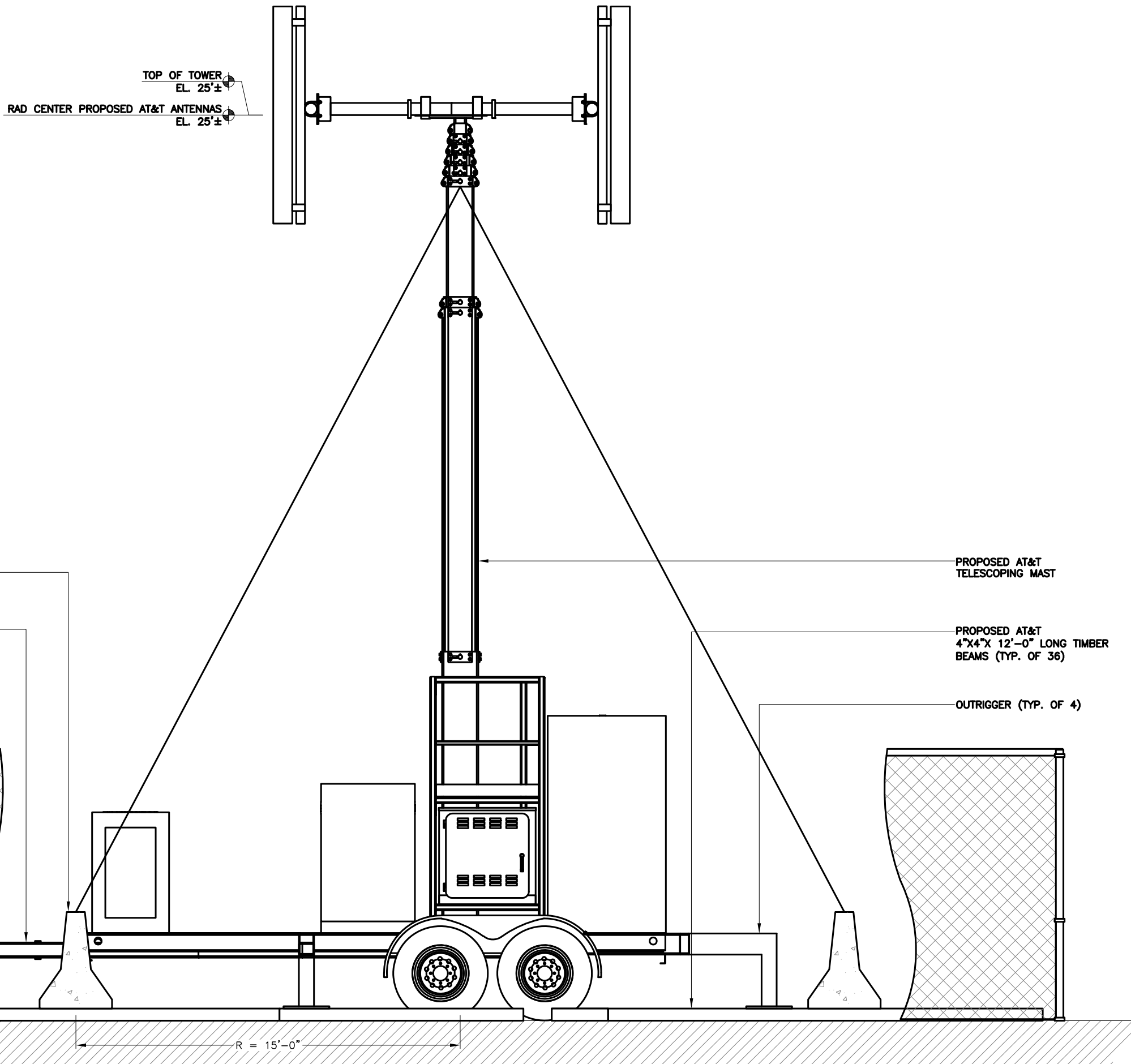
EQUIPMENT PLAN

SHEET NUMBER

L2

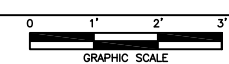






ROOFTOP DECK  
EL. 0'

R = 15'-0"



ELEVATION

REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE
APX PROJECT NO.:		19-0215.59
DRAWN BY:		J. ACOSTA
CHECKED BY:		M. ABBEY

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3400 LAKESIDE DRIVE, SUITE 525  
MIRAMAR, FL 33027  
(954) 744-1538  
CERTIFICATE OF AUTHORIZATION 31948

3210 LAKE EMMA RD  
LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10

1950 EISENHOWER BOULEVARD  
FORT LAUDERDALE, FL 33316

SHEET NAME

ELEVATION

SHEET NUMBER

L3



REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE

APX PROJECT NO.:	19-0215.59
DRAWN BY:	J. ACOSTA
CHECKED BY:	M. ABBEY

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LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10  
1950 EISENHOWER BOULEVARD  
FORT LAUDERDALE, FL 33316  
SHEET NAME

UTILITY ROUTING  
SHEET NUMBER

E1



REV	DATE	DESCRIPTION
0	2/6/20	FOR LEASE

APX PROJECT NO.:	19-0215.59
DRAWN BY:	J. ACOSTA
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(954) 744-1538  
CERTIFICATE OF AUTHORIZATION 31948



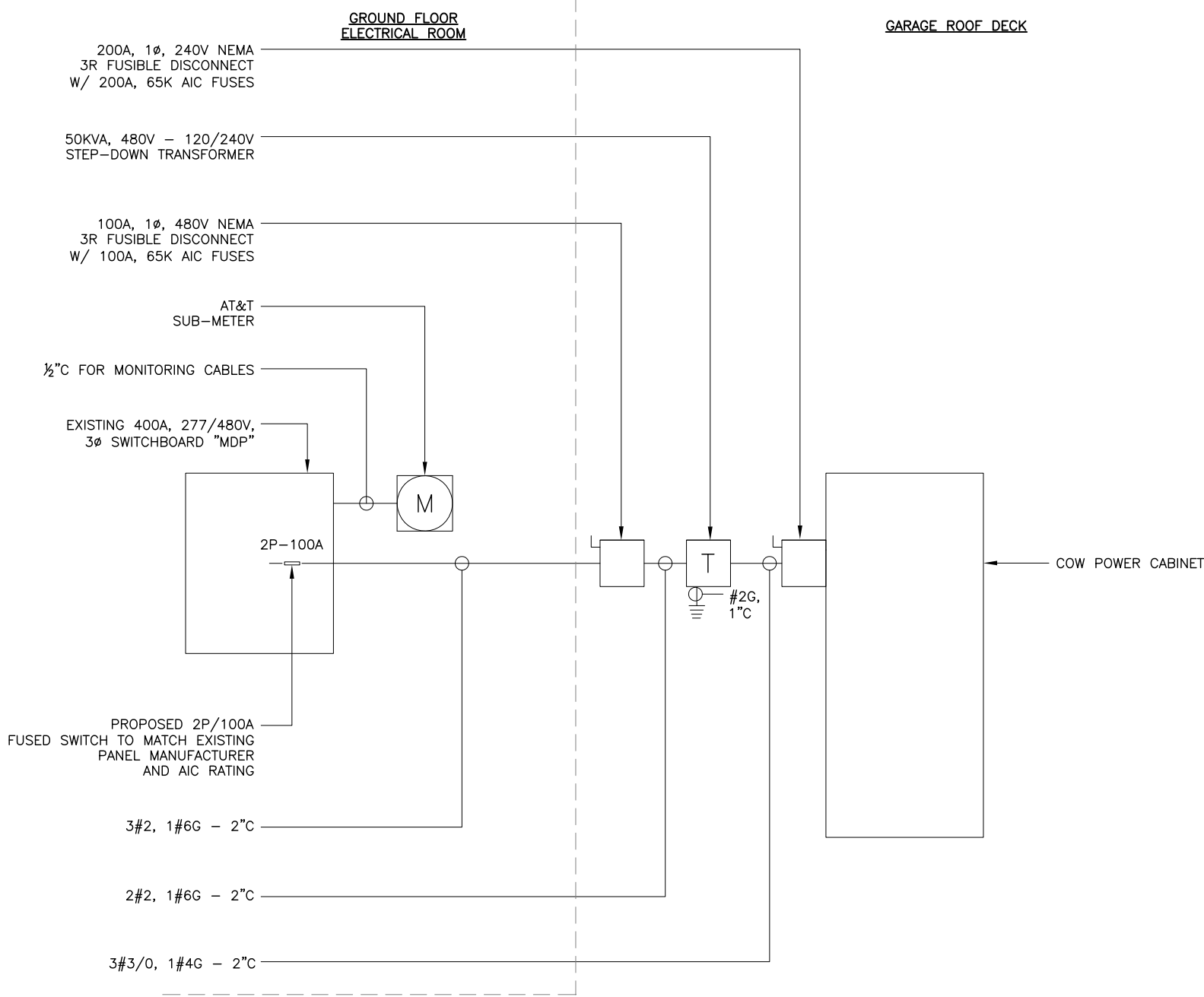
3210 LAKE EMMA RD  
LAKE MARY, FL 32746

DATE OF SIGNATURE: X/X/20

FL10  
1950 EISENHOWER BOULEVARD  
FORT LAUDERDALE, FL 33316

SHEET NAME  
ELECTRICAL  
ONE-LINE

SHEET NUMBER  
E2



- NOTES:**
1. PROVIDE ARC FLASH WARNING LABELS ON ALL PANELS PER NEC 110.16.
  2. PROVIDE EQUIPMENT IDENTIFICATION LABELS PER NEC 225.37.