

**SECOND ADDENDUM TO LEASE AGREEMENT
BETWEEN
CITY OF MIAMI BEACH, FLORIDA
AND
TOWER FORTY ONE ASSOCIATION, INC.**

This First Addendum to Lease Agreement (hereinafter designated as "Addendum") made this day _____, 2021 (the "Effective Date") between Tower Forty One Association, Inc. (LANDLORD) and City of Miami Beach, Florida, a municipal Corporation of the State of Florida (TENANT).

RECITALS

WHEREAS, TENANT and LANDLORD are parties to a Lease Agreement dated April 24, 2018, (the "Lease Agreement") for the lease of a portion of the building located on that certain property located at 4101 Pine Tree Drive, Miami Beach, FL 33140, consisting of certain positions on the roof of the Building for the mounting of various antennas, associated equipment, and microwave dishes, hereinafter referred to as the "Rooftop Space", together with that certain space consisting of 13.6 square feet of rentable building space located on the 18th Floor of the Building ("Building Space"), and one (1) room, hereinafter referred to as the "Equipment Room Space", located above the 19th floor, which consists of 359 square feet; and

WHEREAS, TENANT and LANDLORD wish to amend the Lease Agreement to allow TENANT to install and maintain additional antennas on the building, as set forth in the attached Exhibit "B".

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the LANDLORD and TENANT agree to amend the Lease Agreement as follows:

1. **ABOVE RECITALS:** The above recitals are true and correct and are incorporated into this Addendum.
2. **MODIFICATIONS:** The Lease Agreement is hereby amended (deleted items ~~struck through~~ and inserted items are underlined) as follows:

1. **PREMISES:** LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, a portion of the building of the LANDLORD (Building) located on that certain real property of LANDLORD known as 4101 Pine Tree Drive, Miami Beach, FL 33140, County of Miami-Dade, State of Florida (the Parent Tract). The portion of the Building hereby leased to TENANT consists of certain positions on the roof of the Building for the mounting of various antennas, associated equipment, and microwave dishes, hereinafter referred to as the "Rooftop Space", together with that certain space consisting of 13.6 square feet of rentable building space located on the 18th Floor of the Building ("Building Space"), and one (1) room, hereinafter referred to as the "Equipment Room Space", located above the 19th floor, which consists of 359 square feet. The Rooftop Space shall be those certain positions on the roof of the Building upon which TENANT'S equipment is mounted, which shall be at sufficient height, now or in the future, so that the

signals transmitted and received thereby will not be impeded by the Building or any other structure mounted thereon. The exact location on the Building roof will be mutually agreed upon by LANDLORD and TENANT, based upon TENANT'S radio propagation tests and other activities of a similar nature to determine TENANT'S need. The Rooftop Space, Building Space and the Equipment Room Space are hereinafter collectively referred to as the "Leased Site" and shall be more particularly described in **Exhibit "A"** which shall be attached hereto and made a part hereof.

Additionally, the TENANT shall be authorized to install, maintain, and repair the work described in the attached **Exhibit "B"** on the Leased Site.

LANDLORD grants TENANT, at TENANT'S sole expense, the right to survey the Leased Site and to substitute the survey legal descriptions of the Rooftop Space and the Equipment Room Space.

LANDLORD agrees that, during the Term of this Agreement, TENANT shall have a non-exclusive easement for access to the Leased Site on a 24-hour basis, seven (7) days a week and across that portion of the Parent Tract and the Building necessary to access the Leased Site from the nearest public right-of-way adjacent to the Parent Tract, for the purposes of installation, maintenance, repair, and removal of the Communications Equipment, as said term is hereinafter defined. TENANT'S representatives and designated vendors servicing TENANT'S Communications Equipment shall also be allowed access to said property when service is needed; provided, however, that TENANT agrees that all routine maintenance and repairs shall be performed Monday thru Friday, 9:00 am to 5:00 pm, except in cases of emergency, in which case, the provisions of the preceding sentence shall apply. TENANT further agrees that any employee, contractor, subcontractor, representative or agent directed by TENANT to install, maintain, remove, or repair TENANT'S Communications Equipment will be covered by the liability policy described in Paragraph 8 of this Agreement. TENANT is responsible for the cost of such activities.

If LANDLORD proposes to lease roof space and/or a room to another vendor, said vendor shall conduct, at its sole cost and expense, an engineering study to determine if vendor's equipment transmits radio waves which interferes with TENANT'S fully licensed Public Safety Radio Systems and their supporting infrastructure, 800/700 MHz, UHF, as well as any future Public Safety LTE band 14 equipment. If the study reveals that such interference occurs or is likely to occur, the vendor will not be allowed to set up his equipment on the premises. If the study reveals no interference and the vendor is allowed to operate equipment on the premises, but later vendor's equipment is found to interfere with TENANT'S Communications Equipment, the vendor's equipment will be shut down until the vendor corrects the interference problem. Said vendor(s), at its sole cost and expense, shall take all necessary steps to correct and eliminate such interference, which may include the addition of nonperformance degrading equipment to the vendor's equipment causing said interference. If such interference cannot be eliminated, TENANT may terminate the Agreement without further obligation on either party with respect to such equipment.

All other vendors, if there are any, must operate all of their equipment under the guidelines of the Federal Communications Commission (FCC) and be in compliance with all the applicable rules and regulations, including obtaining an FCC license prior to operating said equipment.

TENANT shall be responsible for payment, directly to FP&L, of the electricity utilized

by the TENANT. TENANT shall also be responsible for payments of any other utilities and other expenses whatsoever which are incurred by either TENANT or LANDLORD relative to TENANT's installation and usage of the reserved site.

2. **TERM:** The term of this Agreement shall be for fifteen (15) years beginning retroactively on the 1st of January 2018 and ending on the 31st day of December 2032 (The "Term").

3. **RENT:**

- A. During the first (1st) year of this Agreement, TENANT shall pay the annual rental of Twenty Thousand and 00/100 Dollars (\$20,000.00), in equal monthly installments of One Thousand Six Hundred and Sixty-Six and 67/100 Dollars (\$1,666.67), plus applicable sales tax, to be paid on or before the first (1st) day of the month, in advance, to LANDLORD (the "Rent").
- B. Beginning with the second year of this Agreement, and for each successive year that this Agreement shall remain in effect, the monthly rental payment for each successive year shall be increased by four and one-half percent (4.5%), at the commencement of each such year.
- C. Commencing on the Effective Date of this Addendum, the Rent shall increase by an additional \$208.33 monthly (\$2,500 annually), in connection with the TENANT's installation of the equipment as set forth in the attached Exhibit "B".

4. **USE:**

- A. LANDLORD hereby grants permission to TENANT to install and operate the following and associated equipment ("Communications Equipment") on or in the Leased Site for the purposes of constructing, maintaining, and operating a Police and Fire Public Communications Facility and uses incidental thereto, as follows:
 - 1. Transmitters, antennas, UPS System, UPS Batteries and Battery Chargers, microwaves dish(es), and similar devices to be in, on or: over the Rooftop Space, now or any time during the Term of this Agreement;
 - 2. Flexible coaxial transmission lines between antennas and communications equipment, to be anchored and installed on the Leased Site in accordance with good and accepted engineering practices, together with the right to run such lines and other necessary lines between the Rooftop Space and the Equipment Room Space;
 - 3. Radio communications, equipment consisting of transmitter, receiver, accessories, and other property to be installed in the Equipment Room Space; and
 - 4. At TENANT'S option, TENANT shall have the right to locate an emergency generator at a place mutually acceptable with LANDLORD on the Parent Tract. Further, LANDLORD agrees that, in an emergency, TENANT shall be permitted to run temporarily lines between the Rooftop Space and the Equipment Room Space necessary to provide temporary emergency electrical power.

5. Additionally, TENANT shall have permission to install, maintain, and operate all of the equipment and items set forth in the attached **Exhibit "B"**.

For the purposes of this Agreement, all of TENANT's Communications Equipment building, panels, generator, cables, wires, antennas, microwave dishes and accessories in shall hereinafter collectively be referred to as the "Communications Facility" and any improvements made by the TENANT to the Leased Site pursuant to the Terms of this Agreement are hereinafter referred to as the "Improvements".

B. LANDLORD hereby acknowledges and agrees that the Communications Facility and Improvements placed upon the Leased Site by the TENANT are and shall remain the property of the TENANT and shall not be deemed to be a fixture upon the Leased Site. LANDLORD grants TENANT a non-exclusive easement in, over, across and through the Parent Tract as may be reasonably required during construction, installation, maintenance, repair, replacement and operation of the Communications Facility and the Improvements.

C. Upon termination of this Agreement, TENANT shall, remove its Communications Facility and Improvements from the Leased Site within ninety (90) days of the termination date and, in the event that the Communication Facility is transferred to another site, then within ninety (90) days of TENANT's Final acceptance of the substitute site. TENANT shall also restore the Leased Site to, as near as practical, to a reasonable condition under the circumstances, except normal wear and tear, and except for enhancements made by the TENANT to the Building pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of the day any year first above written.

WITNESSES:

LANDLORD:

Tower Forty One Association, Inc.

By: _____

Name: _____

Title: _____

TENANT:

City of Miami Beach

By: _____

Name: Alina Hudak

Title: City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney  Date 7-24-21

EXHIBIT B



Data Flow Systems

Data Flow Systems, Inc. City of Miami Beach, Tower 41 Scope of Work

This letter addresses the scope of work regarding radio and antenna systems to be installed at Tower 41. This document contains two sections for the work to be completed. The first section will address the radio system installation, while the second section will address the antenna system with associated grounding and bonding systems.

The work on Tower 41 will involve DFS personnel for the radio system and a trusted subcontractor, Second Sight Systems, for the antenna systems.

Section 1

Regarding equipment going directly into the radio room, there will be none. The DFS radio equipment will be located in a DFS RTU204 type enclosure (NEMA 4X) and configured as a Forwarding Terminal Unit (FTU). The FTU will contain the three radios, one for the Yagi communication back to the Utility's Yard, and two for the Omni Antennas to communicate with the RTUs throughout Miami Beach. The dimension of an RTU204 is 15.5" H X 23" W X 9.5" D. Below figure A is a picture of the RTU204 enclosure, which will be used for the FTU with one of our Technicians to gauge the size.



Figure A

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The FTU will be mounted on the cooling tower's outside wall, under the new Yagi-type antenna at a serviceable height. Figure B below shows the expected mounting location and approximate size of the FTU radio enclosure. The exact position will be determined during installation and dictated by Coax lengths from the two New Omni Antennas. Coaxial cable from each antenna will be routed to the enclosure. However, if the board at Tower 41 prefers a different location, DFS needs to understand their requirements and adjust our plan.

The only utility the FTU will need from the building is 115VAC power (standard wall receptacle power) 20amp circuit is typical, of which the FTU would use a fraction of the power. The ideal electrical connection for the FTU is the distribution system with the backup generator; however, it is not a requirement. The approximate power calculation of the FTU with three radios would be 50 Watts @ 115VAC, so very minimal.



Figure B

Section 2

The following write-up is courtesy of Second Sight Systems, our antenna installation Subcontractor.

Second Sight Systems Tower 41 SOW For Data Flow Systems

This SOW is for antenna installation work to be performed by Second Sight Systems (SSS) on Tower 41 Miami Beach FL. For Data Flow Systems in support of The Miami Beach Water department SCADA upgrade.

SSS will install 2 x 20', ANT220D6-9 Dipole array antennas on the air-conditioning chiller enclosure on the roof of Tower 41. One ANT220D6-9 will be located on the northeast side of the chiller enclosure. The second ANT220D6-9 will be located on the southwest side. Both antennas will be mounted with their beam center directed orthogonally to the wall they are mounted on. The tops of the antenna poles will not break the plane created by the top of the chiller wall. See Figure 1 & 2.



Figure 1

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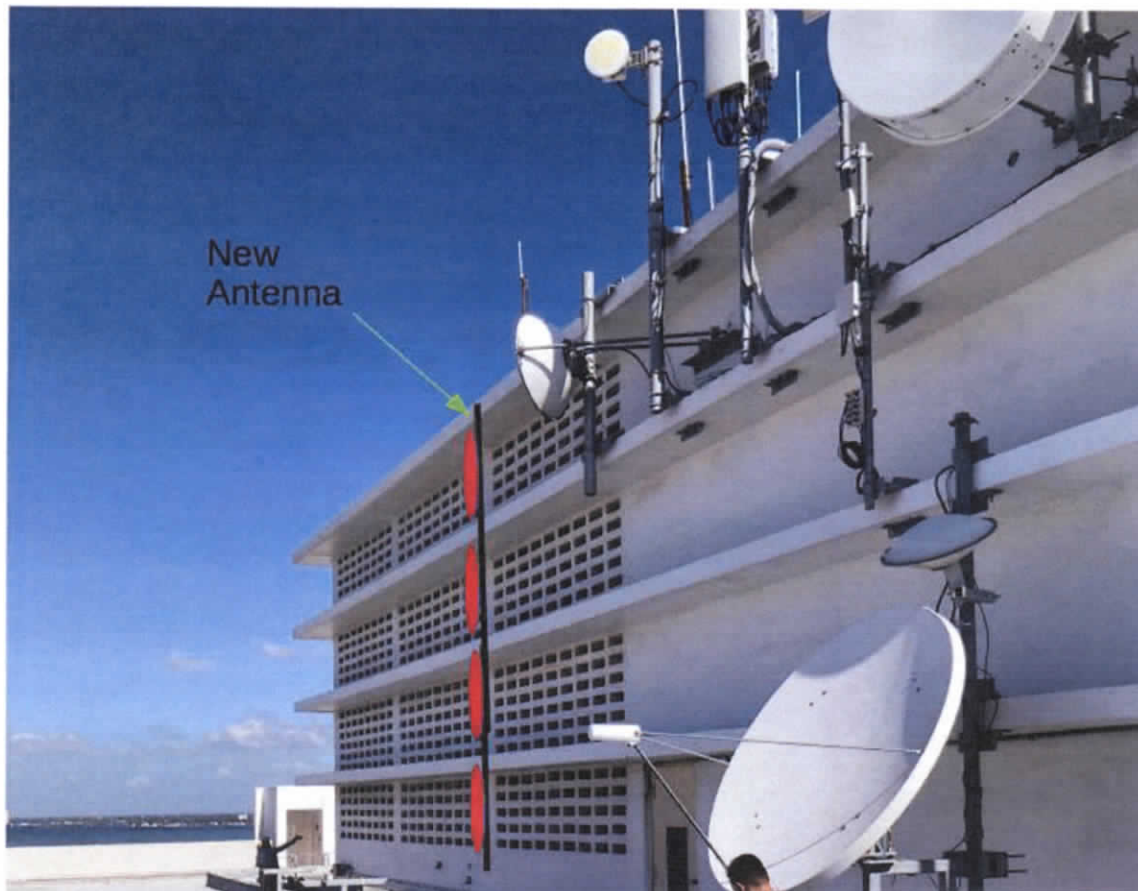


Figure 2

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SSS will also install an RTA 209 Yagi antenna on the northeast side of the chiller wall with a beam azimuth of approximately 200 degrees toward the Miami Beach Water Treatment plant. This antenna will extend above the top of the chiller wall approximately 2.5 feet, and will be mounted to a 10' x 3" galvanized pipe. If the antenna must be mounted above 2.5 feet an air terminal is recommended to be fixed to the top of the mast pipe. The Air terminal if used will be bonded to building steel using #2 AWG green jacketed wire. See Figure 3 & 6



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All mast pipes will be mounted to the wall using galvanized slider bracket wall mounts, that will be bolted through the platforms extending out from the chiller wall, using 5/8" galvanized hex bolts with flat and lock washers. The mounts will be in the same fashion as the existing antennas in the picture shown below. See Figure 4. The pipes will be affixed to the bracket using galvanized saddle clamps and .5" all thread rods to allow for adjustment and alignment of the mast pipe. All metal will be electrically bonded/grounded to building steel using #2 AWG green jacketed wire.



Figure 4

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Coax cable ground kits will be bonded to the existing External Ground Bus Bar (EGB) on the cable ladders adjacent to the existing wall penetrations. Coax Ground kits will have minimum of #6 AWG pigtails, the pigtails will be bonded via split bolt connection to #2 AWG green jacketed wire terminated via compression lugs to the EGB. The split bolt and exposed cable will be coated with an anti-oxidation compound. See Figure 5 & 6



Figure 5

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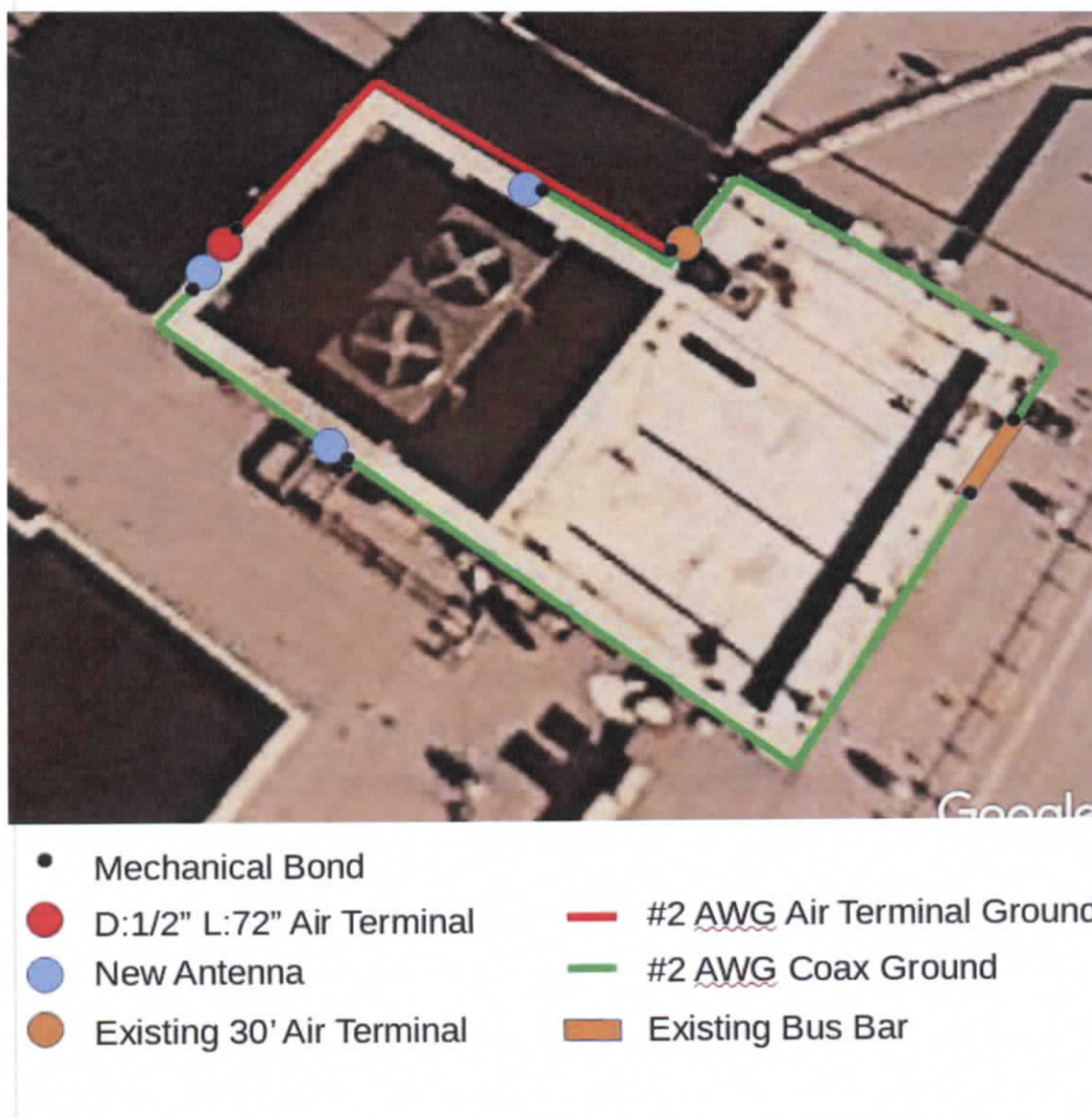


Figure 6

SSS will take necessary precautions in order to prevent damaging the roof top membrane while completing work. All ladders will be set up on non-penetrating rooftop rubber mats. All grounding and bonding will be accomplished in accordance with Motorola R56 standards using mechanical bonding means. (No exothermic welding)

The Above is submitted as an overview of the expected scope of work for Tower 41 for the City of Miami Beach SCADA system.

Respectfully,

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