

**RESOLUTION 2014-01**

**GREATER NAPLES FIRE RESCUE DISTRICT RESOLUTION  
ACKNOWLEDGING MERGER OF EAST NAPLES FIRE  
CONTROL AND RESCUE DISTRICT AND GOLDEN GATE  
FIRE CONTROL AND RESCUE DISTRICT**

**WHEREAS**, the Florida Legislature passed Chapter 2014-240, Laws of Florida, authorizing the merger of the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District, subject to referendum; and,

**WHEREAS**, the voters of the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District approved the merger, by referendum, on November 4, 2014; and,

**WHEREAS**, Chapter 2014-240, Laws of Florida, provides the charter, the boundaries and for the general operations of the merged district; and,

**WHEREAS**, Chapter 2014-240, Laws of Florida, provides that the name of the merged district is to be known as the Greater Naples Fire Rescue District; be it hereby,

**RESOLVED**, that the merged district shall henceforth be known as the Greater Naples Fire Rescue District; and that it be,

**RESOLVED FURTHER**, that the Greater Naples Fire Rescue District, assumes all assets, liabilities and obligations of the East Naples Fire Control and Rescue District and the Golden Gate Fire Control and Rescue District.

We, the undersigned hereby, certify that the Greater Naples Fire Rescue District is comprised of eight members, of whom 5, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this 6th day of November, 2014, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of 5 members, and opposed by 0 members, and that said Resolution has been duly recorded in the Official Records and is in full force and effect.

*absent*

\_\_\_\_\_  
Commissioner Rob Boyer

*absent*

\_\_\_\_\_  
Commissioner Charles Cottiers

*absent*

\_\_\_\_\_  
Commissioner Brian Cross

*[Signature]*  
\_\_\_\_\_  
Commissioner Kevin Gerrity

*[Signature]*  
\_\_\_\_\_  
Commissioner Steve Hemping

*[Signature]*  
\_\_\_\_\_  
Commissioner Chuck McMahon

*[Signature]* *Page*  
\_\_\_\_\_  
Commissioner Jeff Page

*[Signature]*  
\_\_\_\_\_  
Commissioner Dave Stedman

# Document Break Sheet

## Document Identification:

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**ABSTRACT**

**LEASE TRANSMITTAL**

Site Number: NC1029  
Site Name: Golden Gate Fire Station  
Market: Florida – West Coast

Date Turned In: \_\_\_\_\_

Site Acquisition Coordinator:

Attached please find:

- 3 Landlord signed/ leases
- 1 Landlord signed/notarized memorandums
- Owner Authorization Agreement
- Landlord signed W-9
- Authorization to sign lease (if applicable)

**Landlord/Site Information**

Landlord Name: Golden Gate Fire Control & Rescue District  
 2<sup>nd</sup> Landlord Name: <2nd Landlord Name>  
 Site Address: <Site City/State/Zip>  
 Square Footage  
 RAD Center AGL <AGL>  
 Parcel Number: <Assessor's Tax Parcel Number>  
 Mailing Address: Golden Gate Fire Control and Rescue District  
 Attn: Fire Chief  
 4741 Golden Gate Parkway  
 Naples, FL 34116-6901  
 Phone Number: <Telephone>  
 Fax Number: <Fax>

**NOTES**

(Enter the name here as it will appear in the signature blocks and Addendums)

(If unknown - enter space to leave blank)  
(for Section 12 - Payment/Notices)

(Use this line for City/State/Zip if not needed)  
(Enter space to leave blank if not used)  
(If unknown - enter space to leave blank)  
(If unknown - enter space to leave blank)  
(If unknown - enter space to leave blank)

**Option Terms**

Option Amount: \$0.00 <Type Out Dollar Amount I.E. "Five Hundred">  
 Option Term: <number of month number i.e. twelve>(0) months  
 Option Renewal Amount: \$0.00 <Type Out Dollar Amount I.E. "Five Hundred">  
 Option Renewal Term: <type in month number i.e. twelve> (0) months


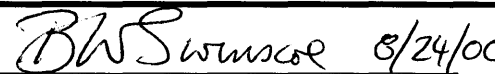
**Lease Terms**

Payee Name: Golden Gate Fire Control & Rescue District  
 Rent Amount: \$22,800.99 Twenty Two Thousand Eight Hundred  
 Rent Frequency: Annually  
 Rent Increase: 20% twenty percent *per term*  
 Lease Term: five (5) years <type in year again with "th" or "st" etc.>  
 Renewal Terms: four (4) additional five-year terms  
 Cancel Terms: sixty 60 days prior  
 Insurance: \$1,000,000

If rent is to be paid annually enter the equivalent monthly amount and add a paragraph to the addendum stating it needs to be paid annually  
If CPI to be used leave defaults and add a paragraph to the addendum.

**Comments** Non Standard Terms

**Please see attached for additional Non-Standard Terms**

Approved by:  _____ Real Estate Manager                      Date	 _____ Regional Director                      Date
_____ Legal Department                      Date	

## LEASE TRANSMITTAL

Site Number: NC1029-A  
Site Name: Golden Gate Fire Station  
Market: Naples Florida

Date Turned In: \_\_\_\_\_

### COMMENTS: Non-Standard Terms

1. Lease commences upon execution of Agreement by both parties.
2. Installation of Antennas and related equipment to being within 30 days of receipt of all required permits and approvals.
3. No Landlord consent needed for assignment to controlling party or under common control, all others require prior written consent. Tenant not relieved of obligations upon assignment.
4. Name City as additional insured on certificate of insurance.
5. Omnipoint solely responsible for all costs in the event that structural changes/additions are required to tower.
6. Should electric power be provided by City, shall install separate meter.
7. Construction shall be conducted between 8:00 a.m. and 6:00 pm. Monday – Friday.
8. Exhibit B shall be created and provided to Owner within 15 days of August 24<sup>th</sup>. Not able to commence construction until exhibit is approved in writing by the City. Equipment not to conflict with equipment of Sprint or Verizon Wireless.

### LEASE TRANSMITTAL

Site Number: **NC1029**  
Site Name: **Golden Gate Fire Station**  
Market: **Florida - West Coast**

Date Turned In: \_\_\_\_\_

Site Acquisition Coordinator:

Attached please find:

- Landlord signed/ leases
- Landlord signed/notarized memorandums
- Owner Authorization Agreement
- Landlord signed W-9
- Authorization to sign lease (if applicable)

#### Landlord/Site Information

Landlord Name: **Golden Gate Fire Control & Rescue District**

2<sup>nd</sup> Landlord Name: <2nd Landlord Name>

Site Address: <Site City/State/Zip>

Square Footage  
RAD Center AGIL <AGL>

Parcel Number: <Assessor's Tax Parcel Number>

Mailing Address: **Golden Gate Fire Control and Rescue District**  
Attn: Fire Chief  
**4741 Golden Gate Parkway**  
**Naples, FL 34116-6901**

Phone Number: <Telephone>

Fax Number: <Fax>

#### NOTES

*(Enter the name here as it will appear in the signature blocks and Addendums)*

*(If unknown - enter space to leave blank)  
(for Section 12 - Payments/Notices)*

*(Use this line for City/State/Zip if not needed)*

*(Enter space to leave blank if not used)*

*(If unknown - enter space to leave blank)*

*(If unknown - enter space to leave blank)*

*(If unknown - enter space to leave blank)*

#### Option Terms

Option Amount: \$0.00 <Type Out Dollar Amount i.e. "Five Hundred">

Option Term: <number of month number i.e. twelve> (0) months

Option Renewal Amount: \$0.00 <Type Out Dollar Amount i.e. "Five Hundred">

Option Renewal Term: <type in month number i.e. twelve> (0) months

#### Lease Terms

Payee Name: **Golden Gate Fire Control & Rescue District**

Rent Amount: **\$22,800.99 Twenty Two Thousand Eight Hundred**

Rent Frequency: **Annually**

Rent Increase: **20% twenty percent per term**

Lease Term: **five (5) years <type in year again with "th" or "st" etc.>**

Renewal Terms: **four (4) additional five-year terms**

Cancel Terms: **sixty 60 days prior**

Insurance: **\$1,000,000**

*if rents to be paid annually enter the equivalent monthly amount and add a paragraph to the addendum stating it needs to be paid annually if C.P.I. to be used leave defaults and add a paragraph to the addendum.*

#### Comments Non Standard Terms

**Please see attached for additional Non-Standard Terms**

Approved by: _____ Real Estate Manager	_____ 8/24/00 Date	_____ BWS Regional Director	_____ 8/24/00 Date
_____ D.A. Krolland Legal Department	_____ 8/25/00 Date		

Site Number: **NC1029-A**  
Site Name: **Golden Gate Fire Station**  
Market: **Naples, Florida**

## LEASE AGREEMENT

THIS LEASE is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2000 by and between GOLDEN GATE FIRE CONTROL & RESCUE DISTRICT, an independent special fire control district of the State of Florida ("Owner"), and OMNIPOINT HOLDINGS, INC., a Delaware corporation ("Omnipoint").

In consideration of the sum of \$10.00, and of the mutual obligations and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **THE PROPERTY.** Owner is the title holder of that certain real property and the improvements thereon commonly known as Golden Gate Fire Station, Collier County, Florida (hereinafter "Property") described on the attached Exhibit "A". The Property contains a ± 164-foot lattice communications tower, owned by Owner ("Tower") in the location shown on Exhibit "B". The Property and Tower shall hereinafter be referred to collectively as the "Site".
2. **LEASE AND EASEMENT.** Owner leases to Omnipoint Tower antenna space at the ± 130 foot level in the location shown on Exhibit "B", together with a non-exclusive easement for reasonable access to the Site seven (7) days a week, twenty-four (24) hours a day and to install, remove, replace, and maintain utility cables, conduits and pipes from the Site to the appropriate source of electric and telephone facilities, in the discretion of Omnipoint but subject to the approval of Owner. The easement provided hereunder shall have the same term as this Agreement.
3. **USE OF THE PROPERTY.** Omnipoint may use the Site for any lawful purpose including, without limitation, to install, remove, replace, maintain, secure and operate a communications facility and for any other uses incidental thereto. Owner shall have the right to approve plans for any and all improvements installed by Omnipoint on the Property or the Site, which approval shall not be unreasonably withheld or delayed. Improvement of the Property and Site to meet Omnipoint's needs shall be at Omnipoint's sole expense. All improvements shall be constructed in a workmanlike manner and shall be completed in compliance with all applicable laws, rules ordinances and regulations. Improvements to or within the Property or Site shall be at no expense to Owner. Omnipoint shall maintain all of its improvements in a reasonable condition throughout the life of this Agreement to the reasonable satisfaction of Owner.
4. **TERM AND RENEWALS.**

(a) This Agreement shall be for an Initial Term of five (5) years beginning as of the date ("Commencement Date") both Owner and Omnipoint have executed this Agreement.

(b) This Agreement will be automatically renewed at the end of the then current term on the same terms and conditions (other than the Annual Rent which shall escalate in accordance with the provisions of Paragraph 5) for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Omnipoint gives Owner written notice of its intention not to extend this Agreement at least ninety (90) days prior to the expiration of the then current term. In the event Omnipoint violates any applicable local, state or federal laws ordinances, or Omnipoint unreasonably disturbs Owner's other tenants, or creates a nuisance as defined by Florida law, Owner shall have the right to terminate this Agreement upon ninety (90) days written notice to Omnipoint and upon such written notice the automatic renewal shall not apply.

(c) Should this Agreement still be in effect at the conclusion of all of the automatic Renewal Terms provided for in Paragraph 4 (b), this Agreement shall continue in effect upon the same terms and conditions (other than Annual Rent which shall escalate in accordance with the provisions of Paragraph 5) for a period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days before the date this Agreement expires.

5. RENT AND CO-LOCATION FEE.

(a) Omnipoint shall pay rent to Owner annually in advance beginning on the Commencement Date and on each anniversary thereof at Owner's address specified in Paragraph 13 below. The annual rent during the initial five year term shall be Twenty Two Thousand Eight Hundred Dollars (\$22,800.00) per year, plus applicable sales tax, partial years prorated.

(b) The Annual Rent for each and every Renewal Term as provided in Paragraph 4(b) shall be the Annual Rent in effect for the final year of the prior term or extension period, as applicable, increased by twenty percent (20%).

(c) If, after the expiration of all Renewal Terms provided in Paragraph 4(b), this Agreement continues in effect pursuant to the provisions of Paragraph 4(c), the Annual Rent shall be an amount equal to the annual rent in effect for the immediately preceding one (1) year period, increased by four percent (4%). If this Agreement is terminated for any reason other than as a result of an event of default by Omnipoint, Owner, within thirty (30) days of the date of termination, shall reimburse to Omnipoint any prepaid rent for the unused portion of the Agreement term.

(d) If Omnipoint defaults in the payment of any installment of rent or other payment hereunder, such installment or payment shall bear interest at the rate of 12% per annum from the day it is due until actually paid.

6. INSTALLATION OF ANTENNAS AND EQUIPMENT.

(a) Installation of Antennas and related equipment shall begin within thirty (30) days of receipt of all required governmental approvals and permits. A timeline for the construction shall be attached hereto as Exhibit "D" and no substantial deviations shall be permitted unless such deviations are through no fault of Omnipoint. Construction shall be conducted in a workmanlike manner and shall take place between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. In no event shall installation take place during any other hours.

(b) Omnipoint shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred under this Agreement or by or for Omnipoint. Omnipoint shall, within twenty (20) days following the imposition of any such lien cause the same to be released of record by payment or posting of a proper bond in accordance with Chapter 713, Florida Statutes. Omnipoint shall indemnify Owner in the event a lien is charged against the estate of Owner by reason of Omnipoint's failure to comply with this Paragraph.

(c) From the date of the signing of this Agreement through the completion of the construction period ( and thereafter as described in paragraph 11), Omnipoint shall maintain liability insurance

with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within thirty (30) days of written request. Such policy shall name Owner as an additional insured and will provide that cancellation will not occur without at least thirty (30) days prior written notice to Owner. Omnipoint shall indemnify and hold Owner harmless from any and all claims against Owner arising out of or related to the construction and/or installation of the antennas and equipment.

7. APPROVALS, UTILITIES.

(a) Omnipoint, at Omnipoint's sole expense shall be responsible for obtaining all licenses, certificates, permits and other approvals required by any federal state or local governmental or quasi-governmental authority or landowner for Omnipoint's use of the Site and/or operation of its communications facilities thereon. Omnipoint shall be responsible directly to the serving entities for all utilities required by Omnipoint's use of the Site, however, Owner agrees to cooperate with Omnipoint, at no cost to Owner, in Omnipoint's efforts to obtain utilities from any location provided by the Owner or the serving utility. Should electric power be provided by Owner, Omnipoint shall install an electric meter and payments shall be made directly by Omnipoint to the electric company. Any payment by Owner for Omnipoint's electricity use shall be reimbursed by Omnipoint to Owner monthly, as a payment separate from rent, and shall be computed at the then current public utility rate.

(b) Omnipoint acknowledges and agrees that the Tower may not be structurally capable of safely supporting the equipment of Omnipoint due to the fact that the Tower already or will soon support the equipment of Owner and pre-existing tenants Sprint and Verizon Wireless. In the event that structural changes or additions are necessary in order to safely support the equipment of Omnipoint, then Omnipoint shall be solely responsible for said alterations and for all costs and expenses related to or arising from said alterations. In no event shall said alterations disrupt the operations of Owner or the other tenants on the Site.

8. TERMINATION.

(a) If any of the following events occurs, Omnipoint has the right to immediately terminate this Agreement by giving written notice to Owner of such termination:

(i) Any Governmental Approvals necessary for Omnipoint's use of the Site and/or improvements to the Property, whether now or hereafter desired by Omnipoint are cancelled, expired, lapsed or are otherwise withdrawn, terminated or denied so that Omnipoint, in its reasonable judgment, determines that it is unable to use the Property for Omnipoint's intended use;

(ii) The Federal Communications Commission changes the frequencies which Omnipoint may operate its antennas and equipment such that Omnipoint's operation of a wireless communications facility at the Site is obsolete; or

(iii) Omnipoint determines that the Property has become unsuitable for Omnipoint's operations due to changes in system or network design or in the types of equipment used in such operations.

Nothing herein shall be interpreted to discharge Omnipoint from the responsibility for removing its property from the Site as provided in this Agreement. This paragraph shall survive termination of this Agreement.

Any termination notice rendered by Omnipoint pursuant to this Paragraph shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement.

(b) If any of the following events occur, Owner has the right to immediately terminate this Agreement by giving written notice to Omnipoint of such termination.

(i) Any Governmental Approvals necessary for Omnipoint's use of the Property and improvements are not received within six (6) months of the date hereof; or

(ii) The terms and conditions of Paragraph 6 hereof are not complied with.

9. ASSIGNMENT AND SUBLETTING.

(a) Omnipoint will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Omnipoint may assign without Owner's prior written consent to any party controlling, controlled by or under common control with Omnipoint or to any party which acquires substantially all of the assets of Omnipoint. If Omnipoint assigns its rights hereunder, except as to any party controlling, controlled by or under common control with Omnipoint or to any party which acquires substantially all of the assets of Omnipoint, assignee shall pay Annual Rent pursuant to the terms of Paragraph 5 above, which Annual Rent shall not be waived for any reason.

(b) No consent by Owner to any assignment or sublease by Omnipoint shall relieve Omnipoint of any obligation to be performed by Omnipoint under this Agreement, whether arising before or after the assignment or sublease. The consent by Owner to any assignment or sublease shall not relieve Omnipoint from the obligation to obtain Owner's express written consent to any other assignment or sublease.

(c) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of Omnipoint, if Omnipoint is a corporation or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons composing the managers of the partnership, if Omnipoint is a partnership, shall not be an assignment for purposes of this Paragraph 9.

10. CO-LOCATING TENANTS; INTERFERENCE.

(a) Owner shall have and retain the exclusive right to utilize the highest possible point on the Site for its communications equipment and antennas. Omnipoint acknowledges and agrees that other tenants, Sprint and Verizon Wireless, already occupy the second and third highest points on the Tower and have rights in the Property prior in time to the rights of Omnipoint. Omnipoint agrees to install communications of a type and frequency which will not cause interference with Owner's equipment on the Site or any third party operating equipment on the Site existing at the time of the installation of Omnipoint's communication equipment. In the event Omnipoint's equipment causes interference with Owner's equipment or the equipment of any third party on the Site, Omnipoint will take all steps necessary to correct and eliminate such interference at Omnipoint's sole cost and expense, Owner agrees not to allow any future use of Owner's equipment or addition and/or modification to any current use of the Site that may cause interference with or the

improper operation of Omnipoint's equipment. In the event that any addition or modification to the Owner's equipment causes interference with Omnipoint's equipment, Owner, upon notification of such interference, agrees to promptly remedy such interference at Owner's sole cost and expense. Owner further agrees not to allow any third party to co-locate on the Site which would interfere with Omnipoint's existing equipment. In the event that such interference occurs, as a condition of leasing space on the Site, Owner will require the third party will take all steps necessary to correct and eliminate such interference at third party's sole cost and expense.

(b) Owner, in its sole discretion, may grant to other entities the right to install and/or operate wireless communications facilities on the Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities; provided however, Owner shall not allow the operation of such facilities and antennas by other occupants to interfere with Omnipoint's equipment or signal. If any such interference occurs, Owner agrees to eliminate or cause the elimination of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than fifteen (15) days after Omnipoint's notice to Owner with respect to such interference, Owner shall require the party causing the interference to cease using the equipment which is causing the interference. Omnipoint shall not interfere with any co-locating tenant's use of the Site. If Omnipoint damages the equipment of any co-locating tenant, Omnipoint shall be responsible for the cost of repair of the co-locating tenant's equipment.

#### 11. INDEMNIFICATION AND INSURANCE.

(a) Omnipoint hereby agrees to indemnify and hold Owner harmless from and against any and all claims, liabilities demands, actions, losses, damages, orders, penalties, costs and/or expenses, including without limitation reasonable attorney fees, for personal injury or property damage to the extent that they result from or arise out of (i) the acts or omissions of Omnipoint, its agents and employees in, on or about the Property, Site or Tower, excepting however, such claims or damages as may be due to or caused solely by the acts or omissions of Owner, its employees or agents, and/or (ii) Omnipoint's breach of any term or condition of this Agreement on Omnipoint's part to be observed or performed.

(b) Omnipoint shall provide Owner with a certificate of insurance, issued by an insurance company licensed to do business in the state in which the Property is located, indicating that Omnipoint carries comprehensive general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name Owner as an additional insured with respect to the Site. Omnipoint will provide Owner with a renewal certificate within ten (10) business days of Owner's request for such certificate. Any insurance required to be provided by Omnipoint under this Paragraph may be provided by a blanket insurance policy covering the Property and other locations of Omnipoint, provided such blanket insurance policy complies with all of the other requirements of this Agreement with respect to the type and amount of insurance required., Omnipoint may also fulfill its requirements under this Paragraph through a program of self insurance. If Omnipoint elects to self-insure, then Omnipoint shall furnish Owner with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of Omnipoint herein. Owner cannot be certain that the specific requirements specified in this Agreement will be adequate with the passage of time; therefore, Owner reserves the right to reasonably amend the insurance requirements by issuance of Notice in writing to Omnipoint, whereupon receipt of that Notice Omnipoint shall have sixty

(60) days in which to obtain the required additional insurance, unless, for good cause, Owner requires that such insurance be acquired in less than sixty (60) days.

(c) Omnipoint accepts the Property "as is". Omnipoint, for its officers, agents, affiliates, contractors, materialmen, suppliers, laborers, and employees (collectively "Omnipoint" for the purposes of this Section) hereby undertakes and assumes all risk of dangerous conditions, if any, on the Property or on the Site, on the access easement area and hereby agrees to indemnify and hold harmless Owner against and from any claim asserted or liability imposed upon Owner for personally injury or property damage to any person (other than from Owner's gross negligence or willful misconduct) arising out of Owner's installation, operation, maintenance, condition, or use o the Property or Site and/or the access easement area, or Owner's failure to comply with any federal, state or local law, ordinance, rule or regulation.

12. DEFAULT BY OMNIPOINT,

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by Omnipoint.

(i) The failure by Omnipoint to make any payment of rent or any other payment required to be made by Omnipoint hereunder, as and when due, where such failure continues for a period of fifteen (15) days after written notice thereof is given by Owner to Omnipoint.

(ii) The failure by Omnipoint to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Omnipoint, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received by Omnipoint from Owner; provided, however, that it shall not be deemed an Event of Default by Omnipoint if Omnipoint shall commence to cure such failure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(iii) If Omnipoint abandons or vacates the Property by failing to contact or maintain its presence on the Tower for a period of six (6) months or more

(iv) If Omnipoint fails to comply with any applicable laws relating to its possession and use of the Property.

(b) If there occurs an Event of Default by Omnipoint, in addition to any other remedies available to Owner at law or in equity, Owner shall have the option to immediately terminate this Agreement and all rights of Omnipoint hereunder by giving Omnipoint written notice thereof. If ordered by Owner, Omnipoint shall immediately remove its property as specified by Owner.

13. NOTICES. Any notice, request or demand required or permitted to be given hereunder shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows or as otherwise provided under applicable state law. Should Owner or Omnipoint have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless Owner otherwise specifies in writing, rent checks from Omnipoint shall be sent to the person listed below to whom notices are sent. Any party may change its address for notice purposes by giving notice in

accordance with this Paragraph.

Omnipoint::           Omnipoint Holdings, Inc.  
                          Attn: Lease Administrator  
                          600 Ansin Boulevard  
                          Hallandale, FL 33009

With a copy to:       Omnipoint Holdings, Inc.  
                          3650 – 131st Avenue SE, Suite 200  
                          Bellevue, WA 98006  
                          Attn: PCS Leasing Administrator  
                          With a copy to: Attn: Leasing Department

Owner:                Golden Gate Fire Control and Rescue District  
                          Attn: Fire Chief  
                          4741 Golden Gate Parkway  
                          Naples, FL 34116-6901

14.    **SALE OR TRANSFER BY OWNER.** Should Owner, at any time during the term of this Agreement, sell lease, transfer or otherwise convey all or any part of Owner's Property to any transferee other than Omnipoint, then such transfer shall be under and subject to this Lease and all of Omnipoint's rights hereunder.
  
15.    **HAZARDOUS SUBSTANCES.** Owner has no knowledge that Owner or any other person or entity has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material on, under, about or within any part of Owner's Property in violation of any law or regulation. Owner and Omnipoint each agree that they will not use, generate, store or dispose of any Hazardous Material, on, under, about or within Owner's Property in violation of any applicable law or regulation. For the purposes of this provision, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, but not limited to, petroleum and asbestos).
  
16.    **CONDEMNATION.**  
  
      (a) In the event the whole of Owner's Property shall be taken or condemned, either temporarily or permanently, for public purposes, nor sold to a condemning authority under threat of condemnation to prevent taking, then this Agreement shall forthwith automatically cease and terminate on the day of the taking, sale or condemnation.  
  
      (b) Owner shall receive the entire condemnation award for land and such other improvements as are owned by Owner, and Omnipoint hereby expressly assigns to Owner any and all right, title and interest of Omnipoint now or hereafter arising in and to any such award. Omnipoint shall have the right to recover from such authority, but not from Owner, any compensation as may be awarded to Omnipoint on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of Omnipoint.
  
17.    **TAXES.** Omnipoint shall be liable for and shall pay to the applicable taxing authority if billed directly to Omnipoint, or to Owner if billed to Owner, upon thirty (30) days prior written notice from Owner, any and all taxes and assessments levied against, or any portion of such taxes

directly attributable to any personal property or trade or other fixtures placed by Omnipoint in or about the Site. Owner shall be responsible for the payment of taxes for the Site itself and for personal property owned by Owner. However, Owner shall be responsible for the payment of taxes for the Site, itself.

18. **QUIET ENJOYMENT.** Owner warrants and agrees that Omnipoint, upon paying rent and performing the covenants herein provided, shall peaceably and quietly enjoy the Property except that Owner cannot warrant or guarantee to Omnipoint that the installation or operation of the planned facilities are allowed and/or permitted uses. All risk of use issues are hereby assumed by Omnipoint. Subject to the foregoing, Owner warrants and agrees that Owner is seized of good and sufficient title to and interest in the Property and has full authority to enter into this Agreement that Owner knows of not liens, judgments or impediments of title on the Property that would affect this Agreement.
19. **RIGHTS TO EQUIPMENT; CONDITION OF SURRENDER.**
  - (a) At the termination or expiration of this Agreement, Omnipoint shall have the obligation to remove its equipment from the Site and shall repair or cause to be repaired any damage caused by such removal, and shall otherwise surrender the Site and Property at the expiration of the term, as may have been extended or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted.
  - (b) Any claims relating to the condition of the Property must be presented by Owner in writing to Omnipoint within (90) days after the termination or expiration of this Agreement or Owner shall be deemed to have waived any and all such claims. However, claims arising from conditions that could not be discovered by a reasonable inspection of the Property will not be waived until ninety (90) days have passed from such discovery.
20. **BROKERS.** Owner and Omnipoint each represent and warrant to the other that they have not negotiated with any broker or agent, real estate or otherwise, in connection with this Agreement. Owner and Omnipoint agree that should any claim be made against the other for a broker's or agent's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from and against any all demands, actions orders, penalties, losses costs, damages, claims liabilities and /or expenses in connection therewith (including, but not limited to reasonable legal fees) and shall defend such action by legal counsel reasonably acceptable to the indemnified party).
21. **MISCELLANEOUS PROVISIONS.**
  - (a) Owner warrants and agrees that Owner is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this agreement and that there are no undisclosed liens, judgments or impediments of title on Owner's Property that would affect this Agreement. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacity as indicated.
  - (b) This Agreement, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between Owner and Omnipoint, and no verbal agreements or understandings shall be binding upon either Owner or Omnipoint, and any

addition, variation or modification to this Agreement shall be ineffective unless made in writing and signed by the parties.

(c) This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. Any lawsuit that may be brought to enforce any part of this Agreement, including any claim of damages shall be brought in Collier County in the State of Florida.

(d) This Agreement, and each and every covenant and condition herein, is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

(e) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

(f) The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and have executed this Agreement only after such review and negotiation. The language of each part of this Agreement shall be construed more strictly in favor of either party.

(g) At Owner's Option, this Agreement shall be subordinate to any mortgage by Owner which from time to time may encumber all or any part of the Property, provided that every such mortgagee shall recognize (in writing and in a form acceptable to Omnipoint's counsel) the validity of this Agreement in the event of a foreclosure of Owner's interest and also Omnipoint's right to remain in occupancy and have access to the Site as long as Omnipoint is not in default of this Agreement. Omnipoint shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Agreement, there is any deed of trust, ground lease or other similar encumbrance affecting Owner's Property, Owner agrees to use its best efforts in cooperating with Omnipoint to obtain from the holder of such encumbrance an agreement that Omnipoint shall not be disturbed in its possession, use and enjoyment of the Property as long as Omnipoint is not in default of this Agreement.

(h) Waiver of Owner's Lien. Owner hereby waives any and all lien rights it may have, statutory or otherwise concerning Omnipoint's Antenna and equipment or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Owner gives Omnipoint and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Omnipoint's and/or Mortgagee's sole discretion and without Owner's consent.

(i) If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

(j) In the event of any litigation or arbitration between the parties to this Agreement, relating to or arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable costs and attorney's fees, including such fees and costs on appeal.

(k) In addition to the other remedies provided for in this Agreement, Owner shall be entitled to immediate restraint by injunction of any violation by Omnipoint of any of the covenants, conditions or provisions of this Agreement.

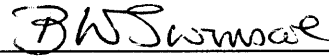
(l) The captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(m) Should this Agreement be executed on different days, the effective date of this Agreement shall be the later of the dates of execution.

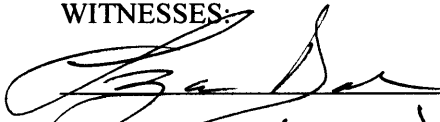
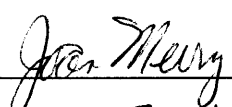
(n) Should the Tower or Site be destroyed or damaged by any acts of God or force majeure, Owner shall not be responsible for any damage or loss of revenue incurred by Omnipoint as a result thereof.

IN WITNESS WHEREOF, Owner and Omnipoint have duly executed this Agreement as of the day and year first above written.


Omnipoint Holdings, Inc., a  
Delaware Corporation

By:   
Printed Name: Barry Swinscoe  
Its: Technical Director  
Date: 8/25/00



WITNESSES:

   
Printed Name: Laraca Davis Printed Name: JOAN MERRY

OWNER: Golden Gate Fire Control and Rescue District

By:   
Printed Name: DONALD R. PETERSON  
Its:  
Date: 8-24-00

WITNESSES:

   
Printed Name: William T. Sipe Printed Name: David J. Anderson

**LEGAL DESCRIPTION OF PARENT PARCEL**

**The South 330 feet of Tract 52, Golden Gate Estates, Unit No. 9, according to the plat thereof, recorded in Plat Book 4, Pages 99 and 100, of the Public Records of Collier County, Florida.**

**SUBJECT TO restrictions, reservations and easements of record.**

**Memorandum of Lease**  
Between Golden Gate Fire Control & Rescue District ("Landlord")  
and Omnipoint Holdings, Inc., a Delaware Corporation ("Tenant")

A Site Lease ("Lease") by and between the Golden Gate Fire Control & Rescue District ("Landlord") and Omnipoint Holdings, Inc. ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The terms and conditions of the Lease are incorporated herein by reference. The Lease is for an initial term of five (5) years commencing on the date as set forth in the Lease (the "Commencement Date") and which is subject to four (4) additional five (5) year extension periods by Tenant.

Either party may file of public record a Memorandum of Commencement Date which sets forth the specific Commencement Date and the Initial and Renewal Term of the Lease.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:**  
Golden Gate Fire Control and Rescue District

By: Donald R. Peterson Fire Chief  
Name/Title:  
S.S./Tax No.  
Address:  
Date: 8-24-00

Witnesses:  
(1) William T. Shodi Name: William T. Shodi  
(2) David J. Anderson Name: David J. Anderson

**TENANT:**  
Omnipoint Holdings, Inc.,  
a Delaware corporation,

By: BARRY SWINSCOE  
Name/Title: BARRY SWINSCOE / TECH. DIRECTOR  
S.S./Tax No.:  
Address:  
Date: 8-25-00

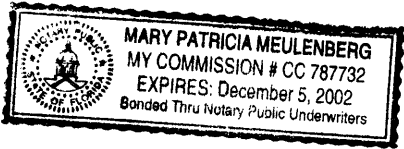
Witnesses:  
(1) Laura Dady Name: Laura Dady  
(2) Jeanne McKey Name: Jeanne McKey

**STATE OF FLORIDA**  
**COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 24th day of August, 2000, by Donald R. Peterson; as Fire Chief of the Golden Gate Fire Control and Rescue District, an independent special fire control district of the State of Florida; on behalf of the district. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Printed, Typed or Stamped Name of Notary)

Mary Patricia Meulenberg  
(Official Notary Signature)  
Notary Public — State of Florida



STATE OF FL  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25 day of Aug, 2000, by Barry Swinscoe, as Tech. Dir. of Omnipoint Holdings, Inc., a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Printed/Typed/Stamped Notary Name)

Tania Moreno  
(Official Notary Signature)  
Notary Public — State of \_\_\_\_\_



TANIA MORENO  
Comm. No. CC 613375  
My Comm. Exp. Feb. 15, 2001  
Bonded thru Pichard Ins. Agcy.

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is made and entered into by and between GOLDEN GATE FIRE CONTROL & RESCUE DISTRICT, an independent special fire control district of the State of Florida ("Owner"), and OMNIPOINT HOLDINGS, INC., a Delaware corporation ("Omnipoint").

WHEREAS, the Seller and Purchaser have entered that certain Lease Agreement of even date herewith which Lease Agreement is executed simultaneously with this Addendum; and

WHEREAS, Omnipoint has not yet provided to Owner the site plan described as Exhibit "B" in the Lease; and

WHEREAS, the parties desire to allow Exhibit "B" to be attached to the Lease after the execution of the Lease pursuant to the terms of this Addendum.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and in the Lease, Omnipoint and Owner agree as follows:

1. The site plan described as Exhibit "B" in the Lease may be attached to the Lease after the execution of the Lease and this Addendum.
2. Exhibit "B" shall be created by Omnipoint at its sole cost and expense and shall be provided to Owner within 15 days of the date hereof. Omnipoint shall not commence installation of any equipment at the Site unless and until Exhibit "B" is approved in writing by Owner, which approval shall not be unreasonably withheld or delayed. The location and placement of Omnipoint's equipment as shown in Exhibit "B" shall not conflict or interfere with the equipment of Sprint or Verizon Wireless.
3. This Addendum shall be effective upon execution by Owner and Omnipoint, and a facsimile shall be deemed an original and shall be binding and effective.
4. All other terms and conditions of the Lease shall remain in full force and effect.
5. In the event of any conflict between the Lease and this Addendum, then the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, Owner and Omnipoint have duly executed this Agreement as of the day and year first above written.

GOLDEN GATE FIRE CONTROL & RESCUE DISTRICT

*Donald R. Peterson*

By: Donald R. Peterson  
Its: Fire Chief  
Date: 8-24-00

OMNIPOINT HOLDINGS, INC.,  
a Delaware corporation  
Limited Partnership

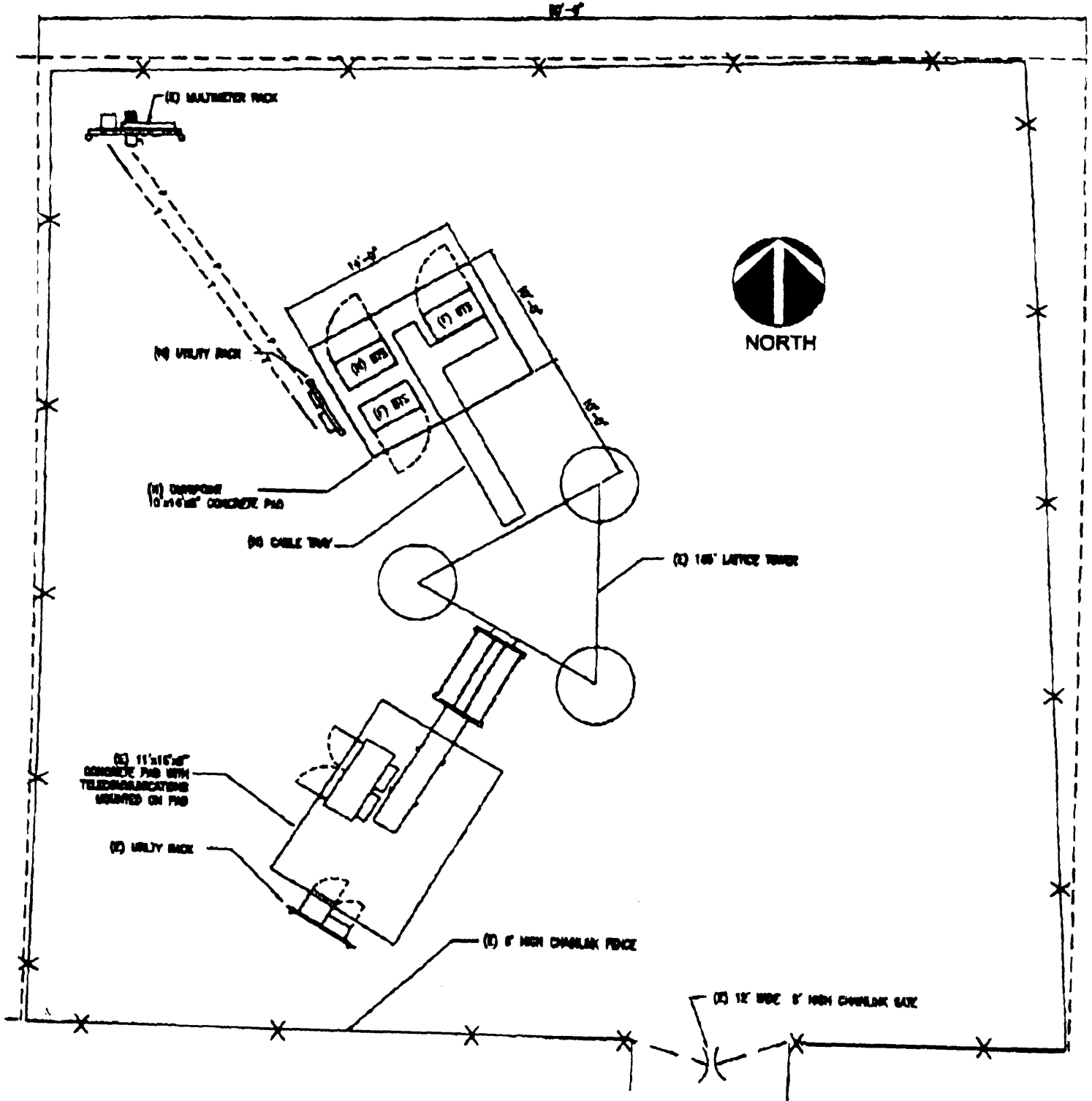
*Barry Swinscoe*

By: Barry Swinscoe  
Its: Technical Director  
Date: 8/25/00

Witness #1 *William T. Silvester*  
Printed Name William T. Silvester  
Witness #2 *David J. Anderson*  
Printed Name David J. Anderson

Witness #1 *Elizabeth Davalos*  
Printed Name Elizabeth Davalos  
Witness #2 *Joan Mary*  
Printed Name Joan Mary

SEP-05-2000 17:06



SITE PLAN  
NTS

*DBB* 9-7-00

Exhibit B

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“**Amendment**”) is made effective the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Greater Naples Fire Rescue District, successor-in-interest to Golden Gate Fire Control and Rescue District (“**Owner**”), and T-Mobile South LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Holdings, Inc. (“**Tenant**”). Owner and Tenant are collectively referred to herein as the “**Parties.**”

### RECITALS

WHEREAS, Tenant’s and Owner’s predecessors in interest entered into that certain Lease Agreement dated August 25, 2000 (the “**Agreement**”), pursuant to which Tenant is leasing space for a telecommunications facility at 100 13<sup>th</sup> Street SW, Naples, FL 34117 (as more fully described in the Agreement, the “**Property**”). Owner and Tenant now wish to further amend the Agreement as set forth below.

### AGREEMENT

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

1. The foregoing Recitals are expressly made a part of this Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
  
2. The term of the Agreement is hereby extended to midnight on August 23, 2030 (the “**New Term**”), and Tenant shall have the right to extend this Agreement for four (4) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for each Renewal Term unless Tenant notifies the Owner, in writing, of Tenant's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the immediately preceding New Term or Renewal Term. If Tenant shall remain in possession of the Property at the expiration of this Agreement without a written Agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement, as amended.
  
3. Tenant’s address for notice purposes in section 13 of the Agreement is hereby replaced with the following:

**TENANT:**

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site No. 6NC1029A

4. Each person signing this Amendment on behalf of the Tenant or Owner represents that he or she is duly authorized to sign this Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Amendment, this Amendment shall prevail.

5. The Owner warrants and represents that the consent or approval of no third-party, including, without limitation, a lender, is required with respect to the Owner's execution of this Amendment, or if any such third party consent or approval is required, the Owner has obtained any and all such consents or approvals.

6. The Agreement remains in full force and effect as amended by this Amendment and is hereby ratified and confirmed by the Parties.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

**Tenant:**

T-Mobile South LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner:**

Greater Naples Fire Rescue District

By: \_\_\_\_\_

Name: Nick Biondo

Title: Chair

Date: September 12, 2024