

**POLE ATTACHMENT AGREEMENT**  
**BETWEEN**  
**THE CITY OF HOLLYWOOD, FLORIDA**  
**&**  
**T-MOBILE SOUTH LLC**

**THIS POLE ATTACHMENT AGREEMENT** (“Agreement”), effective this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between the City of Hollywood, a Florida municipal corporation, located at 2600 Hollywood Boulevard, Hollywood, Florida 33020 (referred to herein as the “Licensor” or “City”), and T-Mobile South LLC, a Delaware Limited Liability Company, located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, (referred to herein as “Licensee”), (collectively referred to herein as “Parties”), for Licensee’s use of specific light poles owned by Licensor and located in the public rights-of-way within the municipal boundaries of the City for placement of wireless antennas and associated equipment.

**W I T N E S S E T H**

**WHEREAS**, Licensee for its own use desires to place and maintain antennas, equipment, wires and facilities in the public rights-of-way on light poles of Licensor; and

**WHEREAS**, Licensor is willing to permit placement of said antennas, equipment, wires and facilities on specific light poles located within its public rights-of-way; and

**WHEREAS**, the Parties desire to enter into this Pole Attachment Agreement in compliance with applicable law.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

**ARTICLE I**

**SCOPE OF AGREEMENT**

Subject to the provisions of this Agreement, the Licensor grants Licensee the license authorizing the attachment of Licensee’s antennas, equipment, wires and facilities to specific Poles owned by Licensor in the City of Hollywood, Florida, within the City’s Public Rights-of-Way.

**ARTICLE II**

**DEFINITIONS**

1. Attachment(s) – The antennas, equipment, wires, optical fiber and other facilities and all associated equipment and hardware attached to a Pole and placed within the public right-of-way for the sole use of the Licensee.

2. Inspection(s) - Inspections conducted by Licensor to determine that: (i) Licensee's Attachments are authorized; and (ii) Licensee's Attachments are constructed and maintained in conformance with the required standards; and (iii) non-conforming Attachments have been corrected.

3. Make-Ready Work - All work including, but not limited to, rearrangement and/or transfer of existing facilities on a Pole, replacement of a Pole, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole relocation and replacement, rearrangement of facilities, or any other changes required to accommodate the installation of Licensee's Attachments to a Pole pursuant to this Agreement. Licensor shall not be responsible for any Make-Ready Work costs.

4. Licensor - shall mean the City of Hollywood, a Florida Municipal corporation, its successors and assigns, and all agencies or departments of the City, as owner of the Pole and only person allowed to issue permits for use of Pole(s).

5. Licensee - shall mean T-Mobile South LLC, a Delaware Limited Liability Company, subsidiaries, affiliates, person, corporation or other legal entity authorized by the Licensor under this Agreement to place its Attachments to Poles and the party responsible for compliance with Licensor's regulations regarding such accommodations.

6. Overlash or Overlapping shall mean to place an Attachment onto an existing facility owned by Licensor.

7. Pole or Poles - A light pole solely owned by the Licensor and used to support its own facilities and Licensee's Attachments.

8. Pole Attachment - Any of Licensee's Attachments in direct contact with or otherwise supported by a Pole.

9. Preconstruction Survey - The work, operations and functions performed in order to process a permit application for a Pole Attachment to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Preconstruction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the permit application approval.

### **ARTICLE III**

#### **GENERAL CONDITIONS**

1. Compliance with Applicable Laws. The Licensee and the Licensor shall at all times observe and comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties. This Agreement shall be interpreted under Licensor's Municipal Code, the laws of the State of Florida, and applicable federal laws and Federal Communications Commission regulations. Venue for any action or proceedings shall be in Broward County, Florida.

2. Use. Specific Poles may be used by Licensee for the installation of its Attachment(s) for transmitting and/or receiving digital signals, analog signals, radio frequencies, wireless communications signals and other communications signals and for the maintenance, repair or replacement of Attachment(s) as described and depicted in Exhibit "A". Licensee shall, at Licensee's expense, keep and maintain the Attachments on the Poles in commercially reasonable conditions during the term of this Agreement. Upon termination of this Agreement, Licensee shall remove its Attachments from the Poles and restore the Poles and adjacent rights-of-way to its original condition prior to the commencement of this Agreement, normal wear and tear excepted. The Parties shall reasonably cooperate to achieve an orderly transition and transfer of property without interruption of operations. Any Attachments or other personal property of Licensee remaining on Licensor's Poles or rights-of-ways after the date of termination, shall be deemed abandoned and may be removed by Licensor at Licensee's sole cost and expense.

3. Term of Agreement. The initial term of this Agreement shall be 5 years and commence on the Effective Date. Thereafter, the Agreement shall automatically renew for up to 4 additional and successive 5-year renewal terms unless Licensee notifies Licensor of Licensee's intention not to renew at least 6 months before the expiration of the then current term. If at the end of the 4<sup>th</sup> 5-year renewal term this Agreement has not been terminated by either party in accordance with this Agreement, or by Licensee giving written notice to Licensor of its intention to terminate the Agreement at least 6 months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of 1 year and for 1-year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least 6 months prior to the end of such term.

4. Rights in Poles. – No use of a Pole, consideration or payment of any costs required in this Agreement shall create or vest in the Licensee any ownership, lien interest, encumbrances or property right in such a Pole. Nothing in this Agreement shall be construed as consent by the City to subject the City's property to liability under the construction lien law of the State of Florida. Licensee shall notify any and all persons performing work for Licensee or providing materials relating to any improvements made by Licensee to the City's property of this provision in the Agreement.

5. Requirement to Construct, Repair, Replace and Maintain a Pole. Licensee shall be responsible for and pay to improve, construct, reconstruct, retain, extend, repair, place, replace and maintain any Pole it has attached its appurtenances to should the Pole be damaged or destroyed due to acts of God or any third party act or omission, whether intentional or negligent. By way of illustration and not limitation, Licensee shall be responsible for costs of repairs under this section if the Pole is damaged in a motor vehicle accident or as result of natural causes.

6. Other Agreements. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with respect to Poles not covered by this Agreement. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s).

7. Assignment of Rights. Licensee may assign or otherwise transfer this Agreement to any party that controls, is controlled by, or is under common control with, Licensee. Licensee

shall not otherwise assign, sub-license, sublet or transfer any authorization granted herein, and such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of the Licensor, which shall not be unreasonably withheld or delayed. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns.

8. This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Licensee's Attachments and constitutes the entire agreement between the Parties. It may not be modified or amended nor may any obligation of either party be changed or discharged except in writing signed by the authorized person(s) from both Parties.

9. Consent and Permits.

a. Licensor hereby authorizes Licensee the non-exclusive use of specific Poles owned by Licensor including certain space within the public rights-of-way sufficient for the placement of the Licensee's Attachments, together with easements for access to Poles at all times during the term of this Agreement. The City reserves the full right and authority to make all rules and regulations as the City may in its sole discretion deem proper for the operation and maintenance of its property and rights-of-ways. Nothing in this Agreement shall be construed to grant Licensee, its affiliates, subsidiaries, survivors, assigns, employees, contractors, or agents the right to use or occupy any other property, space or area for any other purpose except as expressly set for in this Agreement.

b. Licensee may install its Attachments to specific Poles as provided by Exhibit "B". Any future applications for additional Attachments must be processed in accordance with this subsection (b). Licensee shall be responsible for obtaining all necessary building and engineering permits from Licensor to construct, operate and/or maintain its Attachments at the location of the Pole to which Licensee installs its Attachments. All costs and expenses associated with the installation, operation, repair, replacement, relocation or removal of Attachments as contemplated by this Agreement shall be paid entirely by Licensee.

c. If any Attachments of the Licensee shall be found attached to a Pole for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, shall require Licensee to remove its unauthorized Attachment within ten (10) days of the notice by Licensor or the Licensor may remove the unauthorized Attachment without liability, and the cost of such removal shall be borne by the Licensee.

d. Nothing in this Agreement shall be construed to waive or limit City's governmental authority as a political subdivision of the State of Florida to regulate Licensee or its operations. City's obligations under this Agreement are made in a proprietary capacity rather than a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the Parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair City's governmental functions, including without limitation, City's right to lawfully exercise its regulatory authority, nor enabling, permitting or creating any cause of action or claim arising out of the lawful exercise of City's governmental authority.

## **ARTICLE IV**

### **PROCEDURES**

#### **1. Application for Authorization.**

a. Licensee shall submit a permit application and receive approval from Licensor prior to the Licensee installing Attachments to any Pole.

b. Licensee shall comply with all applicable federal, state and local laws with respect to its use of Licensor's public rights-of-way, and at all times maintain its registration with Licensor.

c. After Licensee receives approval to place its Attachments on specific Poles as provided by Exhibit "B," Licensee shall file a permit application and receive approval from Licensor, which may designate a desired approval of blocks of 15 Attachments on Poles or less. Licensor may deny placement of Attachments on a Pole at any location if Licensor, at its sole discretion, determines such location is not suitable for use.

d. The Licensor shall accept permit applications for placement of any Attachments on Poles on a first come first served basis and shall process permit applications in a fair and reasonable manner.

#### **2. Specifications.**

a. Licensee's Attachments shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction. Where a difference in specification may exist, the more stringent shall apply. Licensee's Attachments shall not cause technical or structural interference with any of the Licensor's public safety or any other infrastructure or equipment located within or adjacent to the public rights-of-way.

b. Licensee shall not Overlash its Attachments to Licensor's facilities on any Pole.

c. If Licensee's Attachments are not placed, maintained or relocated in accordance with the above requirements and specifications, and if Licensee fails to correct said conditions within thirty (30) days written notice to the Licensee, the Licensee shall cease use of the affected Poles until such time that such interference is cured to the Licensor's satisfaction. The cost of said work and/or actions shall be borne by Licensee.

#### **3. Pre-Construction Surveys and Make-Ready Work.**

a. A Pre-Construction Survey will be required for each Pole for which Attachment is requested to determine the adequacy of the Pole to accommodate Licensee's Attachments. The survey will be performed by representatives of Licensee. The results of the survey shall be submitted to Licensor within ten (10) business days of its completion.

b. The Licensor shall specify the point of installation on each of the Poles to be occupied by Licensee's Attachments with descriptions and depictions of the proposed Attachments. Licensee shall identify in Exhibit "A" to this Agreement, a pro-forma description and depiction of such Attachments.

c. In the event the Licensor determines that a Pole to which Licensee desires to place its Attachments is inadequate, lacks structural integrity, needs to be replaced or the existing facilities need to be rearranged thereon to accommodate the Attachments of Licensee, the Licensor may reject Licensee's application or will inform Licensee in writing of the cost of the required Make-Ready Work, and Licensee shall be responsible to perform such Make-Ready Work and pay for such costs.

d. Should the Licensor, for its own service requirements, need to attach additional facilities to any Pole to which Licensee is attached, Licensee will either rearrange its Attachments on the Pole or transfer or rearrange such Attachments to accommodate the Licensor or transfer them to a replacement Pole as determined by the Licensor. Any rearrangement/transfer costs shall be borne by Licensor, if any.

e. In an emergency, the Licensor may rearrange or temporarily remove Licensee's Attachments from a Pole.

f. Upon at least 30 days' written notice from Licensor, except in case of emergency, when Licensor shall provide as much notice as reasonably possible under the circumstances, Licensee shall temporarily remove its Attachments as required by Licensor to permit Licensor to perform any routine maintenance, including replacement of worn or defective Poles and associated facilities. Licensee shall be responsible for all costs associated with such temporary removals and re-installations of its Attachments.

g. Licensee shall submit a permit application to Licensor before adding to, relocating, replacing, repairing, maintenance or otherwise modifying its Attachments on a Pole, where additional space may be required.

h. Any strengthening of Poles required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee and installed in conjunction with the Attachments to the reasonable satisfaction of Licensor.

i. When additional Make-Ready or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repair, relocation or replacement of its own Attachments.

l. Should a Pole that supports Licensee's Attachments be destroyed or damaged by a hurricane, storm or other natural disaster, or fire, traffic accident(s) or any other catastrophic event, Licensee shall diligently repair the damages and/or replace or relocate the Pole, at its sole cost, in a reasonable manner and time.

4. Inspections and Unauthorized Attachments.

a. The Licensor reserves the right to make Inspections of Licensee's Attachments installed on a Pole.

b. The making of Inspections or the failure to act by Licensor with regard to any unauthorized Attachment shall not relieve Licensee of any responsibility, obligation or liability specified in this Agreement. Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment from its inception.

## ARTICLE V

### INSURANCE AND SURETY OBLIGATIONS

#### 1. Insurance.

a. Licensee will procure and maintain commercial general liability insurance, including fire damage, medical expense and completed operations with liability limits of not less than \$2,000,000 combined single limit for injury to or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence, including automobile liability with a combined single limit of \$1,000,000 including bodily injury per person and per accident and property damage of property damage of \$1,000,000, with a certificate of insurance to be furnished to Licensor naming Licensor as an additional insured under such liability policy within thirty (30) days of Licensor's approval of this Agreement. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to Licensor.

b. All insurance must be effective before the Licensor shall issue authorizations for installation of Licensee's Attachments to any Pole, and shall remain in force as long as Licensee's Attachments remain affixed to any Pole.

c. Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Attachments. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor.

#### 2. Surety Requirements.

a. Prior to construction or installation of the Attachments, Licensee shall submit a removal bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to cover the cost of removing Attachments from Poles in the event Licensee fails to do so in accordance with the terms of this Agreement.

b. Licensee shall obtain a construction bond in an amount to cover the cost installation of Attachments to Poles, all work performed in and restoration of the public rights-of-way and any adjacent property affected by the construction in a form acceptable to the Licensor and consistent with the City Code prior to any work performed. Before, during, and after all stages of construction, Licensor and Licensor's contractors shall keep all affected areas in a reasonably clean workmanlike manner, and return the public rights-of-way in the same condition or

improved condition than what existed prior to commencement of work at its sole cost and expense.

## **ARTICLE VI**

### **LIABILITY AND DAMAGES**

To the broadest extent permitted by law, Licensee shall indemnify the Licensor against and hold the Licensor's Released Parties harmless from any and all Claims which arise out of, result from or in any way relate to Licensee's intentional or negligent acts or omissions in Licensee's performance of this Agreement, and specifically Licensee's use of the Poles, public rights of way and property under the terms of this Agreement. Licensee, for itself and its officers, directors, employees, contractors and subcontractors at any tier, agents, representatives, successors and assigns, hereby unequivocally waives, releases and forever discharges, holds harmless, indemnifies, covenants not to sue and agrees to defend the Licensor, its officers, elected or appointed, directors, employees, agents and attorneys (collectively "Licensor's Released Parties") from any and all claims, suits, causes of action (whether at law or in equity), damages, losses, liabilities, costs or expense (including court costs and reasonably attorney's fees at all level of proceedings, including appellate level) and from any judgments, order or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, claim for royalties, claim for infringement or any other liability, injury, damage, loss, cost or expense of any kind whatsoever (all collectively referred to as "Claims"), arising out of, resulting from, relating to, whether in whole or in part, Licensee's use of the Poles, public rights of way and property pursuant to the terms of this Agreement. The covenants in this paragraph shall survive the termination of this Agreement. Licensee acknowledges the broad nature of this indemnification, waiver, release and hold harmless provision and that the City would not enter into this Agreement without the inclusion of such clause. Licensee voluntarily makes this covenant and expressly acknowledges receipt of good and valuable consideration provided by the City in its support.

## **ARTICLE VII**

### **CONSIDERATION**

1. For its use of the Poles, pursuant to this Agreement, Licensee shall assume responsibility for the maintenance of and payment of electricity for each Pole that it places its Attachments on after the date Licensee commences installation of the Attachments by installing separate meters by which FPL bills Licensee for its proportionate share to operate and keep its Attachments.

2. If the presence of the Licensee's Attachments on Licensor's Poles causes Licensor to pay any new or additional tax, fee, charge or surcharge including, but not limited to, any sales, use or property tax, which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax within thirty (30) days of receiving a bill therefor from Licensor.



3. Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, any amounts due shall bear interest until paid at the lesser of the rate of 1% per month or the highest rate permitted by law.

## **ARTICLE VIII**

### **NOTICES**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized national overnight courier service, to the following addresses:

If to Licensee, to:

T-Mobile South LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
ATTN: Property Management/Site #\_\_\_\_\_

If to Licensor, to:

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
ATTN: City Attorney

## **ARTICLE IX**

### **ENVIRONMENTAL LAWS**

Licensee represents warrants and agrees that it will conduct its activities on the Poles in compliance with all applicable environmental laws and shall use all reasonable precaution to prevent waste, damage or injury to the City's property. Licensee assumes all Poles in an "ASIS" and "WHERE IS" condition without any representation or warranty whatsoever and at the sole risk of Licensee. The City makes no representation or warranties whatsoever as to the condition of the Poles or its public rights-of-ways, including but not limited to, whether such Poles are in compliance with applicable laws or the fitness of any such Poles for a particular use or purpose. Licensee shall not be entitled to any adjustment of any amounts owed as provided by this Agreement on account of the condition of any improvements or any failure of any improvements on the City's rights of way to be in working order or because of any necessity of Licensee to repair or take corrective actions with respect to any improvements.

## **ARTICLE X**

### **TERMINATIONS OF AUTHORIZATIONS**

1. Licensor shall have the right to terminate this Agreement and Attachment rights granted under provisions of this Agreement where:

a. Licensee fails to perform a material obligation, including payment of any amount due;  
or

b. the Licensee's Attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or

c. the Licensee ceases to have authority to construct and operate its Attachments in the public rights-of-way or at the location of the particular Pole covered by the authorization; or

d. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder; or

e. the Licensee attaches to Pole without having first been issued a permit; or

f. the Licensee should cease to provide its services.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in this Article. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate this Agreement or approvals for Attachments granted hereunder for Poles as to which such non-compliance shall have occurred.

3. The right to install an Attachment on a Pole as granted under provisions of this Agreement may be immediately terminated by the Licensor if:

a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V will be or have been cancelled or amended so that those requirements will no longer be satisfied.

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety obligations as required in Article V.

4. Licensee may at any time remove its Attachments from a Pole after first giving the Licensor written notice of Licensee's intention to so remove its Attachments.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Attachments from the Poles within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's Attachments are actually removed from the Poles. If the Licensee fails to remove its Attachments within the specified period, the Licensor shall have the right to remove such Attachments at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such Attachments or interruption of Licensee's services.

6. When Licensee's Attachments are removed from a Pole, no Attachment shall be affixed to the same Pole until the Licensee has first complied with all of the provisions of this Agreement as though no such installation of an Attachment had been previously made and all outstanding charges due to the Licensor for such Attachment(s) have been paid in full.

## **ARTICLE XI**

### **FORCE MAJEURE**

In the event Licensee's completion of work, performance of or compliance with any of the provisions of this Agreement is prevented by a cause or event not within its control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof, provided, however, that Licensee shall use all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this Article, causes or events not within Licensee's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court, except that Licensee's obligation to pay all amounts owed under the Agreement shall not be excused. Changes in economic, business or competitive conditions shall not be considered force majeure events. Licensee shall give prompt written notice to Licensor, specifying in detail the event of force majeure, and shall diligently proceed to correct the adverse effect of any force majeure. The Parties agree that as to this Article time is of the essence.

## **ARTICLE XII**

### **WAIVER OF TERMS AND CONDITIONS**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

## **ARTICLE XIII**

### **ENFORCEMENT OF AGREEMENT**

Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through means available under applicable law.

## **ARTICLE XIV**

### **SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in the event that the application of any provision of this Agreement to any person or circumstance shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect or to any extent, then, and in any event, such invalidity, illegality or unenforceability shall not be deemed to affect the application of such provision to the extent that such application is legal, valid and enforceable nor the application of such provision to any person or entity or circumstance against whom or which such application is legal, valid and enforceable.

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**SIGNATURES APPEAR NEXT PAGE**

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: City of Hollywood through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Attest: \_\_\_\_\_ Approved on this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Patricia Cerny, City Clerk

\_\_\_\_\_  
Mayor Josh Levy

Approved as to form and legality:

\_\_\_\_\_  
Alan Fallik, Interim City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2017

(CITY SEAL)

**WITNESSES:**

T-Mobile South LLC

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_  
Title

\_\_\_\_ day of \_\_\_\_\_, 2017




\_\_\_\_\_  
Print Name

**EXHIBIT A**

**DESCRIPTION AND DEPICTION OF LICENSEE'S ATTACHMENTS**

**EXHIBIT B**

**INITIAL LOCATION OF SPECIFIC POLES APPROVED  
 FOR LICENSEE'S ATTACHMENTS**

Pole ID	T-Mobile Site ID	Latitude	Longitude	Closest Address or Nearest Landmark to Identified Light Pole	Type of Light	Exhibit
465	FL2681BA	26.011612	-80.146934	SE Corner of Hollywood Blvd. & NW 20 <sup>th</sup> Street in front of park.	Square Box Light	
379	FL2685BA	26.012274	-80.148581	Across the street from 2040 Tyler St., Hollywood in front of parking lot.	Square Box Light	
478	FL2584BA	26.02498	-80.21024	To the left of Hollywood Community Church on Taft St., Hollywood.	Cobra Head	

**ALL ADDITIONAL ATTACHMENT APPLICATIONS SHALL BE PROCESSED IN ACCORDANCE WITH THIS AGREEMENT.**

**BEAUTIFICATION ADDENDUM**

This Beautification Addendum between the City of Hollywood, a Florida municipal corporation, located at 2600 Hollywood Boulevard, Hollywood, Florida 33020 (referred to herein as the “Licensor” or “City”), and T-Mobile South LLC, a Delaware Limited Liability Company, located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 (referred to herein as “Licensee”) is executed simultaneously with the Pole Attachment Agreement (the “Agreement”), and is incorporated therein between Licensor and Licensee. Except as specifically modified therein, all other terms and conditions of the Agreement shall remain un-amended and in full force and effect. All capitalized terms shall have the same meaning as set forth in the Agreement.

For the consideration set forth in the Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Article VII, CONSIDERATION, is hereby supplemented with the following additional language:
2. **“4. Beautification:** In consideration of the rights granted by Licensor to Licensee under the Agreement, Licensee shall pay to Licensor \$40.00 per Attachment per month for the term and renewals of this Agreement. Notwithstanding the expiration or termination of this Agreement, the Licensee shall continue to make payments to Licensor for so long as the Licensee maintains its Attachments on Poles. Licensee shall submit payment to Licensor for all Attachments on Poles on the first of each month. Payments for any partial months will be prorated, in advance. For example, if Licensee has 25 Attachments installed on Poles by September 30<sup>th</sup>, on October 1<sup>st</sup>, Licensee shall remit payment to Licensor in the amount of \$1,000.00. This Beautification shall not be considered a fee, charge, rent or payment as defined under Florida Law, as amended. Licensee shall pay Licensor a late payment charge equal to 5% of any payment not paid within 10 business days of its due date. Any amounts not paid within 10 business days of its due date shall also bear interest until paid at the lesser of the rate of 1% per month or the highest rate permitted by law.
3. Except as expressly set forth in this Addendum, the Agreement is unchanged and remains in full force and effect.
4. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

THE CITY OF HOLLYWOOD, FLORIDA

T-MOBILE SOUTH, LLC

By: (sign) \_\_\_\_\_

By: (sign) \_\_\_\_\_

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

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

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

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



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

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