

RESOLUTION NO. 2023 – 4138

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A LAND LEASE AGREEMENT AND MEMORANDUM OF LAND LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS RELATING TO THE INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATIONS EQUIPMENT UPON THE PROPERTY LOCATED AT 25 S HOOK SQUARE, MIAMI SPRINGS, FLORIDA 33166; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) owns the property located at 25 S Hook Square, Miami Springs, Florida 33166 (the “Property”); and

WHEREAS, there is an existing telecommunication tower located upon the Property; and

WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) wish to enter into a lease agreement for the installation, maintenance, and operation of communications equipment (the “Equipment”) upon the Property; and

WHEREAS, the City Manager has negotiated the Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon (collectively, the “Agreements”) attached hereto as Exhibit “A”; and

WHEREAS, the City Council desires to approve the Agreements with Verizon; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreements attached hereto as Exhibit “A” with Verizon.

Section 3. Authorization. That The City Council hereby authorizes the City Manager to execute the Agreements, in substantially the form attached hereto as Exhibit “A,” subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilman Fajet who moved its adoption. The motion was seconded by Councilman Vazquez and upon being put to a vote, the vote was as follows:

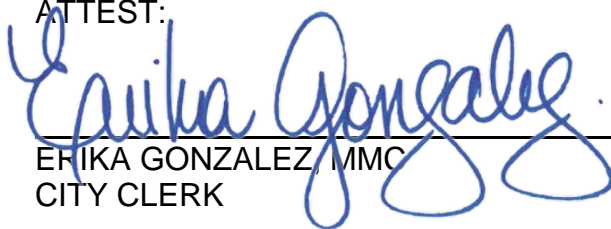
Vice Mayor Jacky Bravo	<u>YES</u>
Councilman Jorge Santin	<u>YES</u>
Councilman Dr. Walter Fajet, Ph.D.	<u>YES</u>
Councilman Dr. Victor Vazquez, Ph.D.	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 13th day of November, 2023.



MARIA PUENTE MITCHELL
MAYOR

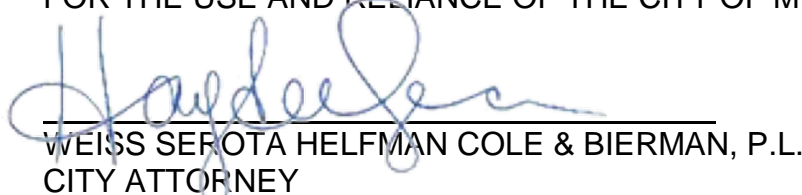
ATTEST:



ERIKA GONZALEZ, MMC
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made this 14th day of November, 2023, between the City of Miami Springs, a Florida municipal corporation, with an address of 201 Westward Drive, Miami Springs, Florida 33166, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located at 25 S Hook Square, Miami Springs, Florida 33166 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing approximately 448 square feet, and it is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises; said survey shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such survey shall be borne by LESSEE.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 10 years beginning on the first day of the month immediately following the date upon which LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$15,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 201 Westward Drive, Miami Springs, Florida 33166 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment(s) may not actually be sent by LESSEE until up to 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c) Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term (including all extension terms described in Paragraph 3 above), annual rent shall increase by an amount equal to 4% of the annual rent due for the immediately preceding lease year.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along a 15-foot-wide right-of-way ("Easement"), which is depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services (collectively, the "Support Services"). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install additional, or to upgrade the existing, Support Services on, through, over and/or under the Property, provided the location of such additional or upgraded Support Services shall be approved by LESSOR, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. SEPARATE FLAGPOLE LEASE. LESSOR hereby consents to LESSEE executing a separate agreement with Crown Castle USA (or its principal, affiliate, or a subsidiary of its principal) ("Crown"), pursuant to which LESSEE will have the right to install and operate certain communications equipment on a flagpole located on the Property (the "Flagpole Lease"). LESSOR acknowledges that this Agreement is contingent upon LESSEE executing the Flagpole Lease. Further, if at any time during the term of this Agreement, the Flagpole Lease is terminated, LESSOR agrees that LESSEE shall have the right to terminate this Agreement upon 30 days' prior written notice to LESSOR.

8. IMPROVEMENTS. All improvements, utilities, equipment, antennae, and conduits installed pursuant to this Agreement and the Flagpole Lease shall be at LESSEE's expense, and their installation shall be at the discretion and option of LESSEE. During the Term, LESSEE shall have the right, without consent from, but upon notice to, LESSOR, to replace, repair, augment, add or otherwise modify its utilities, equipment, antennae and/or conduits or any portion thereof, and the technologies and/or frequencies over which the equipment operates.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the "Government Approvals") that may be required

by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months' prior notice to LESSOR, upon the anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding anything contained herein to the contrary, if LESSEE terminates this Agreement within 3 months of the Effective Date, LESSEE shall pay a one-time termination fee to LESSOR in the amount of \$7,500.00.

11. INDEMNIFICATION. Subject to Paragraph 12, each Party shall indemnify and hold harmless the other Party against (a) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (b) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 11 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 11. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

12. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 11 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

14. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at 800-621-2622) or to LESSOR (at 305-805-5011), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Upon expiration or within 90 days of any earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 16.

16. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month-to-month basis at the then existing monthly rental rate until the removal of the communications equipment is completed.

17. RIGHTS UPON SALE. Should LESSOR at any time during the Term decide to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, if the third party agrees in such legal instrument to undertake all of LESSOR's obligations under this Agreement, LESSOR shall be released from

its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to the third party for the full performance of this Agreement. Only in the event that such legal transfer document does not require said third party to undertake all of LESSOR's obligations under this Agreement shall LESSOR remain liable under this Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date, and covenants during the Term, that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to: (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. In addition, LESSEE may assign this Agreement, without approval or consent of LESSOR, to (i) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization or (ii) any person or entity that is in the business of owning, managing or operating communications facilities. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166
Attn: City Manager

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. INTENTIONALLY OMITTED.

22. DEFAULT. It is a "Default" if: (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot

reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice (provided that such 90 days can be extended by mutual agreement of the Parties); or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of Florida. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land

use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use).

28. TAXES. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

29. NON-DISCLOSURE. Subject to Florida Sunshine and Public Records Regulation, the Parties agree (a) that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential and (b) not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other (with the exception of their respective attorneys, accountants, and auditors) or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signatures appear on the following page.]

LESSEE Site ID: Crown 878268 / 708141

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Miami Springs, a Florida municipal corporation

By:  _____

Name: Juan Carlos "JC" Jimenez

Its: City Manager

Date: November 14, 2023

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All of Tract F, Block 86, of Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida, LESS Lots 24, 25 and 26, Block 86, of Amended Plat of Subdivision of Blocks 86 – 92 of Section 2 COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 28, Page 19, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

DEPICTION OF THE PREMISES AND EASEMENT

[See attached.]

PREPARED BY




CBVR
TELECOM DESIGN GROUP

6505 N. HILMS AVE
TAMPA, FLORIDA 33614
(770) 851-1333

THIS PLAN IS THE PROPERTY OF CBVR TELECOM DESIGN GROUP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. A PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE IS REQUIRED FOR ANY CHANGES TO THIS PLAN. ANY CHANGES TO THIS PLAN SHALL BE MADE BY A PROFESSIONAL ENGINEER OR ARCHITECT.

PROFESSIONAL SEAL

PREPARED FOR



7701 E. TELECOM PARKWAY
TEMPLE TERRACE, FLORIDA 33617

PROJECT INFORMATION

(SITE # 708141)
CROWN 878268 MIAMI SPRINGS
28 HOOK SQUARE
MIAMI SPRINGS, FL 33166
CBVR PROJECT # VZW181 22

ISSUED DATE	APPROVED LEASE EXHIBIT	10.26.22

SHEET NAME

LEASE EXHIBIT

SHEET NUMBER

LE-1

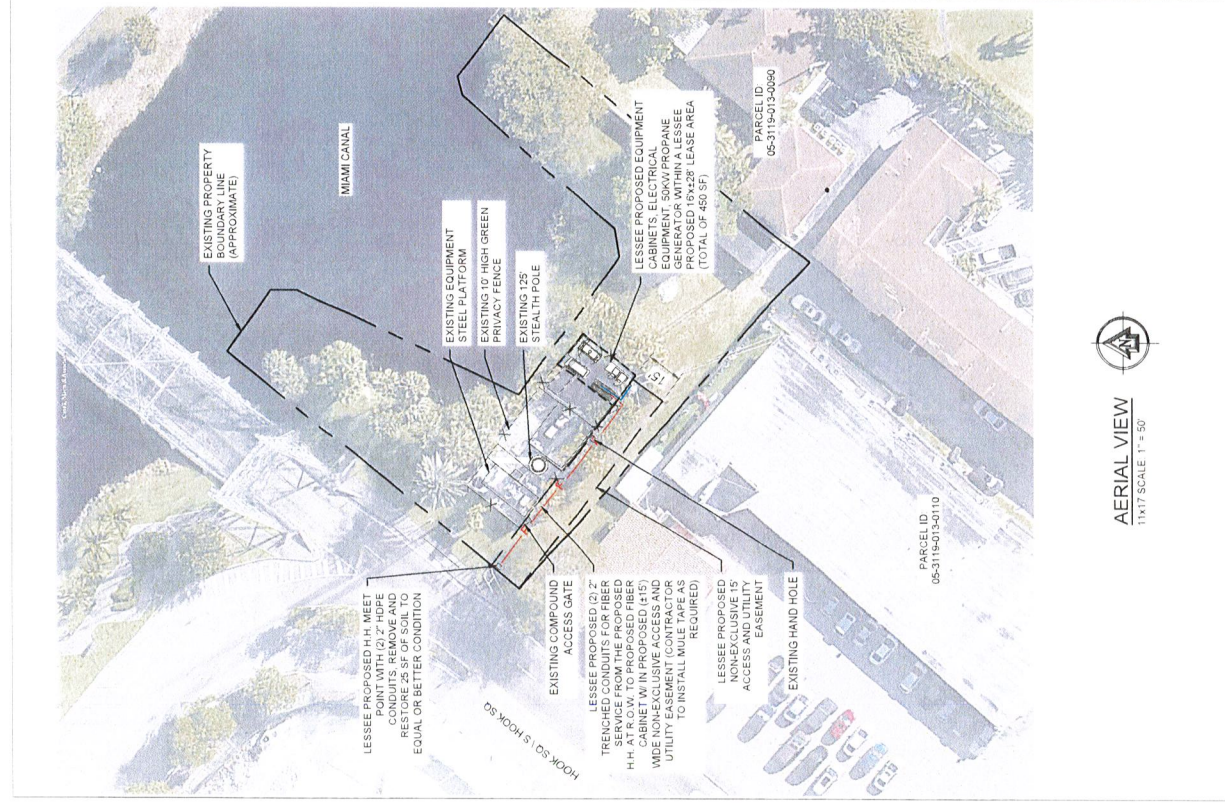
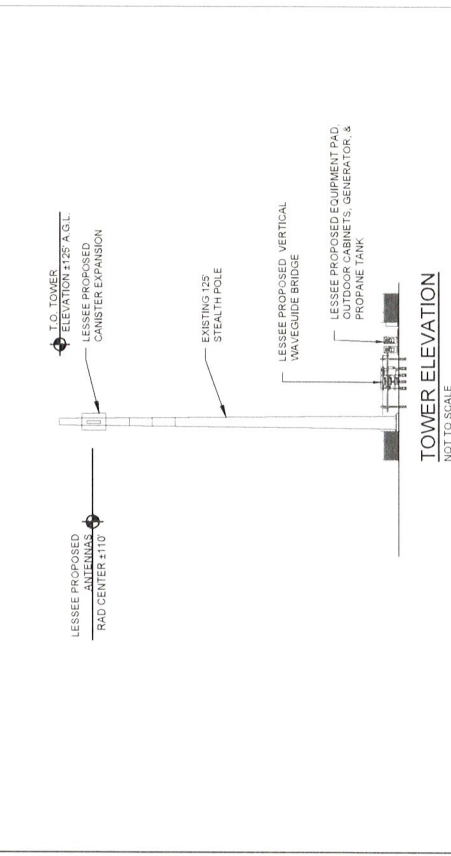
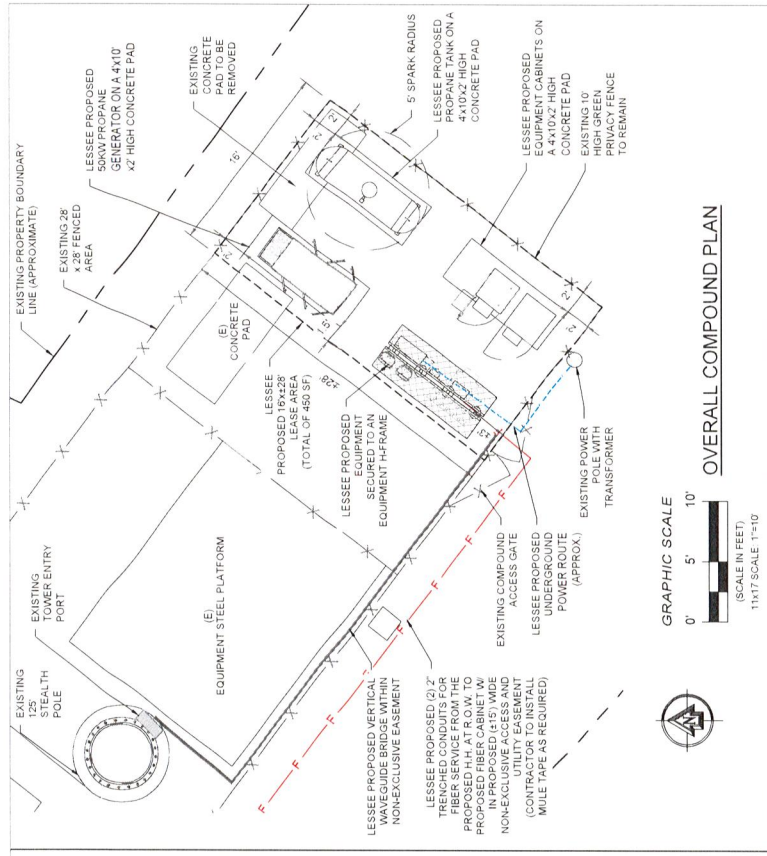


EXHIBIT "C"

SURVEY

[See attached 2 pages.]



VICINITY MAP
(NOT TO SCALE)

NEAR 25 HOOK SQUARE, MIAMI SPRINGS, FL 33186

LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)

PARENT TRACT

ALL OF TRACT F, BLOCK 86, OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LESS 15.5 ACRES OF PORTION OF SECTION 2 OF COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 2, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 28809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREIN

MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19, 2002, RECORDED MAY 3, 2002, IN OFFICIAL RECORDS BOOK 20572, PAGE 3485, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREIN

MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3882, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREIN

MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3882, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREIN

MEMORANDUM OF AGREEMENT BY AND BETWEEN KIRK BRIAN MITCHELL AND KIRK MITCHELL P.S.M., L.S. NO. 5692, DATED SEPTEMBER 11, 2003, RECORDED OCTOBER 1, 2003, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)

VERIZON WIRELESS
15' ACCESS AND UTILITY EASEMENT

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST, THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, BEING 109.17 FEET, THENCE, SOUTH 38°36'07" WEST, A DISTANCE OF 15.00 FEET, THENCE, NORTH 51°23'53" WEST, A DISTANCE OF 107.76 FEET TO THE POINT OF BEGINNING.

VERIZON WIRELESS
16' X 28' LEASE PARCEL

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST, THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 02°14'48" FOR AN ARC DISTANCE OF 4.71 FEET, THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'51" FOR AN ARC DISTANCE OF 15.08 FEET, THENCE, ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 109.17 FEET TO THE POINT OF BEGINNING, THENCE NORTH 38°36'07" EAST, A DISTANCE OF 28.00 FEET, THENCE NORTH 51°23'53" WEST, A DISTANCE OF 15.00 FEET, THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 28.00 FEET, THENCE SOUTH 51°23'53" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- 1. THIS IS A BOUNDARY SURVEY OF THE VERIZON WIRELESS LEASE PARCEL, THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
2. THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES ENTIRELY WITHIN THE BOUNDARY OF THE PARENT TRACT AS SHOWN ON THE VICINITY MAP ATTACHED TO THIS REPORT.
3. THE SURVEYOR HAS REVIEWED THE OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385, ISSUED BY CHICAGO TITLE INSURANCE AGENCY, INC., DATED MAY 23, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT REPORT THAT ARE PERTINENT TO THE VERIZON WIRELESS LEASE PARCEL AND ITS BOUNDARY ARE SHOWN ON THIS REPORT. THE SURVEYOR HAS REVIEWED THE REPORT WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
4. THE SURVEYOR HAS ASSUMED AND BASED ON THE NORTH LINE OF LOT 26, BLOCK 86 AS SHOWN ON A BOUNDARY SURVEY BY WILLIAM, HATFIELD & STONER, INC., DATED OCTOBER 30, 2000 AS BEING NORTH 50°54'44" WEST.
5. UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
6. PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
7. THE SURVEYOR HAS REVIEWED THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, DATED SEPTEMBER 11, 2003, RECORDED OCTOBER 1, 2003, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, PERTAINING TO THE PROPOSED LEASE PARCEL DEPICTED HEREON AS ZONE 'AH' (BASE FLOOD ELEVATION 7.1) AND ZONE 'AE' (BASE FLOOD ELEVATION 7.7).
8. (D) DENOTES DESCRIPTION; (F) DENOTES FIELD MEASURED; (P) DENOTES PLAT; (C) DENOTES CALCULATED.
9. INDIVIDUAL ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988. IS TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
10. ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A. HEREON IS WITHIN THE 1A N.A.V.D. 1988 AS A SQUARE CUT IN THE CONCRETE TOWER PAD ELEVATION = 5.64 MEAN SEA LEVEL (A.W.S.L.L.).
11. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (A.W.S.L.L.).

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED STORED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON MAY 15, 2023, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 53 17, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE PURSUANT TO SECTION 472.023, FLORIDA STATUTES AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE.

KIRK B. MITCHELL P.S.M. L.S. NO. 5692
708141 GROWN 875298 MIAMI SPRINGS
MIAMI DADE COUNTY, FLORIDA

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:
VERIZON WIRELESS AND LENDERS.
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.



BOUNDARY SURVEY
PREPARED FOR
VERIZON WIRELESS
708141 GROWN 875298 MIAMI SPRINGS
MIAMI DADE COUNTY, FLORIDA

Table with 5 columns: NO., FIELD DATE, FIELD BOOK, SHEET, TOTAL SHEETS. Row 1: 1, MAY 15, 2023, 100007/MIAMI/LS0000, 1, 1 of 2.

708141 GROWN 875298 MIAMI SPRINGS
MIAMI DADE COUNTY, FLORIDA
A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST

ADVANCED LAND SURVEYING, INC.
371 BRIGHTWATERS DRIVE COCOA BEACH, FLORIDA 32931
(321) 457-5095

BOUNDARY SURVEY
PREPARED FOR
VERIZON WIRELESS

FILED DATE: MAY 15, 2023
FIELD BOOK: 100007/MIAMI/LS0000
SHEET: 1
TOTAL SHEETS: 1 of 2

SEE SHEET 1 OF 2 FOR SURVEY INFORMATION

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED IN OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BOOK 20332, PAGE 18, AND MEMORANDUM OF SUBLEASE AGREEMENT BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED SEPTEMBER 29, 2015, RECORDED IN OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM OF AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND CITY OF MIAMI SPRINGS, A FLORIDA CORPORATION, DATED MARCH 19, 2002, RECORDED IN OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BOOK 20332, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

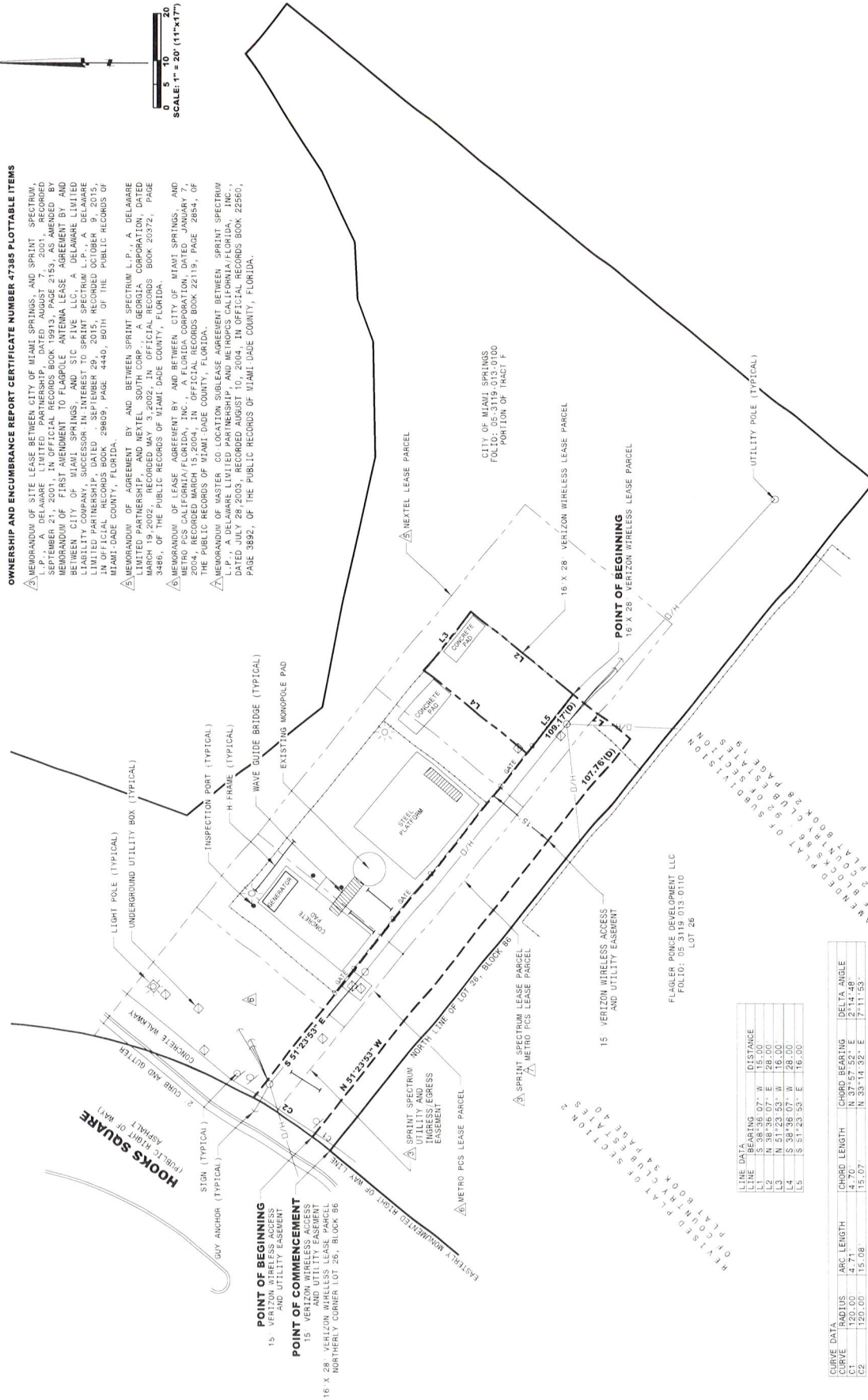
MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15, 2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM OF MASTER CO LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22860, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



POINT OF BEGINNING
 15' VERIZON WIRELESS ACCESS AND UTILITY EASEMENT

POINT OF COMMENCEMENT
 15' VERIZON WIRELESS ACCESS AND UTILITY EASEMENT NORTHERLY CORNER LOT 26, BLOCK 86



LINE DATA

LINE	BEARING	DISTANCE
L1	N 09°10'07\"/>	
L2	N 38°38'07\"/>	
L3	N 51°23'53\"/>	
L4	S 38°38'07\"/>	
L5	S 51°23'53\"/>	

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	120.00	4.71	4.70	N 37°52'52\"/>	
C2	120.00	15.07	15.07	N 33°14'32\"/>	

ADVANCED LAND SURVEYING
 371 BRIDGEWAY WHITE COCK POND, FLORIDA 32931
 PH: (407) 528-2055

BOUNDARY SURVEY PREPARED FOR VERIZON WIRELESS
 708141 CHORN STRASSE MIAMI SPRINGS
 A PORTION OF SECTION 15, TOWNSHIP 53 SOUTH,
 RANGE 41 EAST
 MIAMI-DADE COUNTY, FLORIDA

DATE: _____ BY: _____ CHECKED: _____

DATE: MAY 15, 2023
 FIELD BOOK: PRESENT
 PROJECT NO: 15-20
 FILE NAME: 708141 CHORN STRASSE MIAMI SPRINGS.DWG
 SHEET: 2 OF 2

Prepared By and Upon Recording, Return to:

**Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606**

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

LESSEE Site ID: Crown 878268 / 5000892498

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement ("Memorandum") is made this 14th day of November, 2023, between the City of Miami Springs, a Florida municipal corporation, with an address of 201 Westward Drive, Miami Springs, Florida 33166, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on November 14, 2023, for an initial term of 10 years, commencing on the Commencement Date (as defined below). The Agreement shall automatically be extended for 3 additional 5-year periods unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
2. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment upon the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located at 25 S Hook Square, Miami Springs, Florida 33166 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing

approximately 448 square feet, and it is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along a 15-foot-wide right-of-way ("Easement"), which is depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services (collectively, the "Support Services"). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install additional, or to upgrade the existing, Support Services on, through, over and/or under the Property, provided the location of such additional or upgraded Support Services shall be approved by LESSOR, such approval not to be unreasonably withheld, conditioned, or delayed.

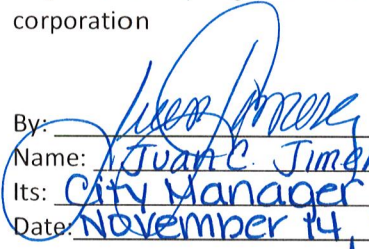
3. The Agreement shall commence on the first day of the month immediately following the date upon which LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date").
4. Should LESSOR at any time during the Term decide to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, if the third party agrees in such legal instrument to undertake all of LESSOR's obligations under this Agreement, LESSOR shall be released from its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to the third party for the full performance of this Agreement. Only in the event that such legal transfer document does not require said third party to undertake all of LESSOR's obligations under this Agreement shall LESSOR remain liable under this Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Miami Springs, a Florida municipal corporation

By: 
Name: Juan C. Jimenez
Its: City Manager
Date: November 14, 2023

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: _____
Its: _____
Date: _____

STATE OF Florida)
)
COUNTY OF Miami Dade

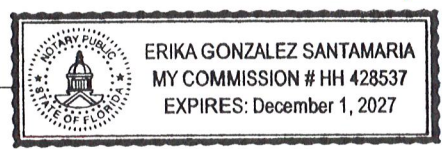
LESSOR ACKNOWLEDGMENT

I, Erika Gonzalez do hereby certify that Juan Carlos Jimenez personally came before me this day and acknowledged that he/she is the City Manager of the City of Miami Springs, a Florida municipal corporation, and he/she, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of said municipal corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official Notarial Seal, this 14th day of November 2023.

Erika Gonzalez
Notary Public

My Commission Expires:
12/1/2027



STATE OF _____)
)
COUNTY OF _____)

LESSEE ACKNOWLEDGMENT

I, _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, and that he/she, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of said general partnership. He/She is personally known to me.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 2023.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All of Tract F, Block 86, of Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida, LESS Lots 24, 25 and 26, Block 86, of Amended Plat of Subdivision of Blocks 86 – 92 of Section 2 COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 28, Page 19, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

DEPICTION OF THE PREMISES

[See attached 2 pages.]

**LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)**

PARENT TRACT

ALL OF TRACT F, BLOCK 85, OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LESS LOTS 24, 25 AND 26, TOGETHER WITH ALL INTERESTS THEREIN, TOGETHER WITH ALL RIGHTS AND CLAIMS IN SAID CONVEYANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 2, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19973, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED LIABILITY COMPANY SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., PAGE 2153, RECORDED MARCH 15, 2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREON

MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19, 2002, RECORDED MAY 3, 2002, IN OFFICIAL RECORDS BOOK 20372, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREON

MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREON

MEMORANDUM OF MASTER CO-LOCATION SURLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPOLIS CALIFORNIA/FLORIDA, INC., DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

SHOWN HEREON

**LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)**

**VERIZON WIRELESS
15' ACCESS AND UTILITY EASEMENT**

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 85 AND 86, PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 120.00 FEET, CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AN ARC DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AN ARC DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 107.76 FEET TO THE POINT OF BEGINNING.

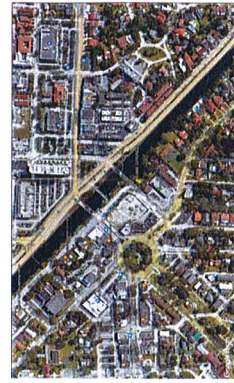
CONTAINING 0.0373 ACRES OR 1626 SQUARE FEET, MORE OR LESS.

**VERIZON WIRELESS
16' X 28' LEASE PARCEL**

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 85 AND 86, PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 120.00 FEET, CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AN ARC DISTANCE OF 109.17 FEET; THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AN ARC DISTANCE OF 109.17 FEET; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 107.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0103 ACRES OR 448 SQUARE FEET, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

- THIS IS A BOUNDARY SURVEY OF THE VERIZON WIRELESS LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.
- THIS SURVEY WAS CONDUCTED BY THE OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 ISSUED BY CHICAGO TITLE INSURANCE AGENCY INC. DATED MAY 23, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED, IN THAT REPORT THAT ARE PERTINENT TO THE VERIZON WIRELESS LEASE PARCEL AND ITS ACCESS AND UTILITY EASEMENT, ARE APPLICABLE, HAVE BEEN SHOWN OR NOTED ON THIS SURVEY. THE SURVEYOR HAS CONDUCTED RESEARCH OF THE PUBLIC RECORDS AND EASEMENTS THE RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
- BEINGS AS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF LOT 26 BLOCK 86 SHOWN HEREON. THE SURVEYOR HAS CONDUCTED RESEARCH OF THE PUBLIC RECORDS DATED OCTOBER 30, 2000 AS BEING NORTH 50°54'44" WEST.
- UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
- AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 208960284H, AND FLOOD HAZARD IDENTIFICATION MAP, COMMUNITY PANEL NO. 208960284H, THE PROPERTY IS LOCATED WITHIN FLOOD ZONE "AH" (BASE FLOOD ELEVATION 7') AND ZONE "AE" (BASE FLOOD ELEVATION 7').
- (D) DENOTES DESCRIPTION; (F) DENOTES FIELD MEASURED; (P) DENOTES PLAT; (C) DENOTES CALCULATED. LINES SHOWN HEREON ARE IN NORTH AMERICAN HORIZONTAL DATUM OF 1988. IS TO THE THIRD ORDER OF ACCURACY AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
- ACCURACY TOLERANCES AS SET FORTH BY THE FPRN SPECIFIED HEREON IS WITHIN THE 1A N.A. V.D. 1988 AS DEPICTED HEREON. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (A.M.S.L.).

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON MAY 15, 2023, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 53 J 17, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE PURSUANT TO SECTION 472.023, FLORIDA STATUTES AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:

VERIZON WIRELESS
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.



ADVANCED LAND SURVEYING, INC.
AND MAPPING, INC.
971 WILSON BLVD., SUITE 200
MIAMI, FLORIDA 33133

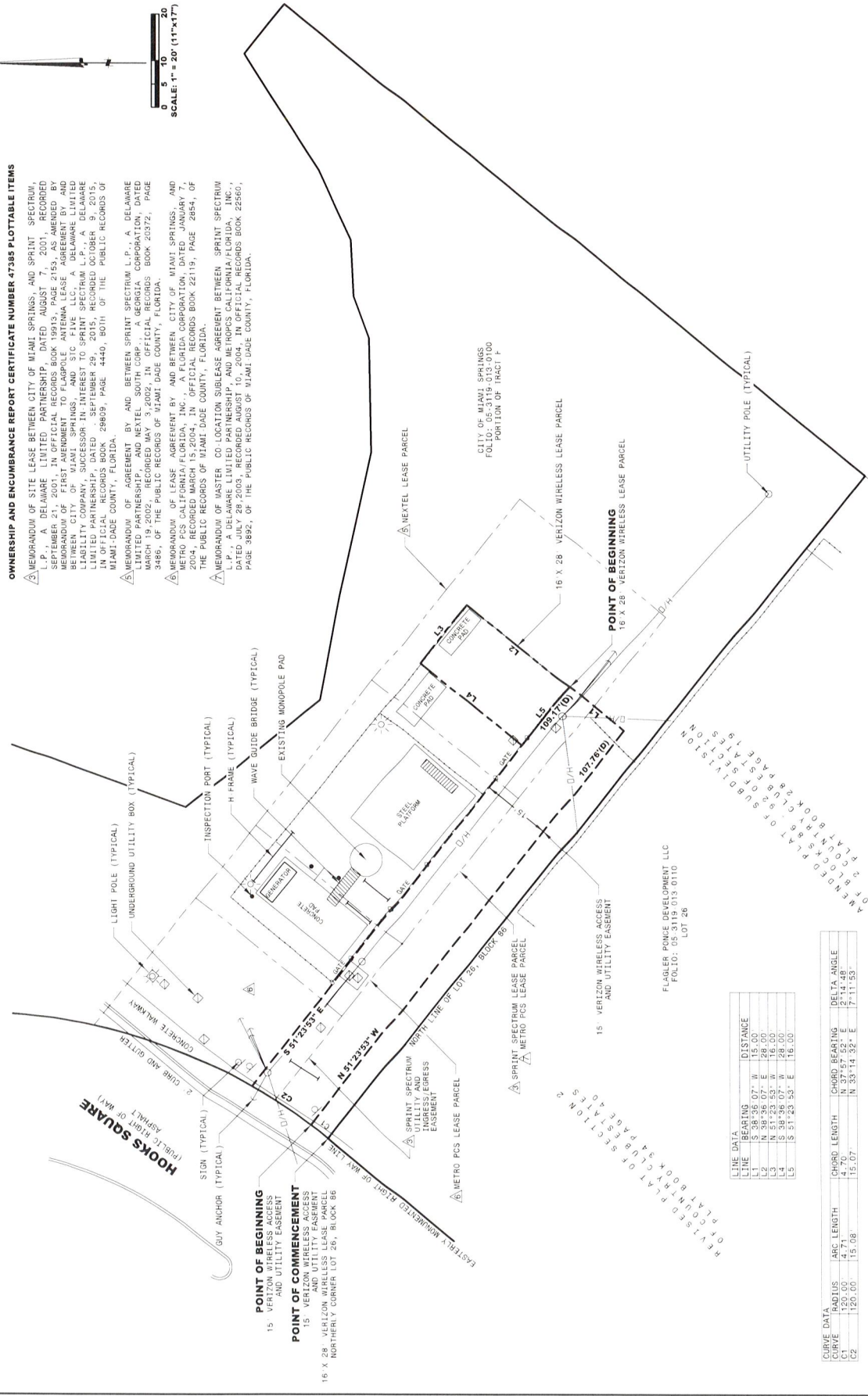
**BOUNDARY SURVEY
PREPARED FOR
VERIZON WIRELESS**

708141 CROWN #7268 MIAMI SPRINGS
A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST
MIAMI DADE COUNTY, FLORIDA

REVISION		S. REVISION
FIELD DATE	MAY 15, 2023	
FIELD BOOK		
PROJECT NO.	NO SCALE	
FILE NAME	708141 CROWN #7268 MIAMI SPRINGS.DWG	
SHEET		1 OF 2

KIRK B. MITCHELL P.S.M. L.S. No. 5662
CERTIFICATE OF AUTHORIZATION No. L.B.8885 ROAD COPIES NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2 FOR SURVEY INFORMATION



OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47585 PLOTTABLE ITEMS

MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND FLAGPOLE ANTENNA COMPANY, SUCCESSOR IN INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 28809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 28809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS AND METRO PCS CALIFORNIA FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15, 2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 29, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



LINE DATA	BEARING	DISTANCE
L1	S 38°36'07" W	15.00
L2	N 38°36'07" E	28.00
L3	S 38°36'07" W	28.00
L4	S 38°36'07" W	28.00
L5	S 51°43'53" E	16.00

CURVE DATA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	120.00	4.71	4.70	N 37°57'52" E	2°14'48"
C2	120.00	15.08	15.07	N 33°14'32" E	7°11'53"

ADVANCED LAND SURVEYING
AND MAPPING, INC.
3771 BRIGHTWATERS DRIVE, COCOA BEACH, FLORIDA 32931
TEL: 321.432.4800

BOUNDARY SURVEY
PREPARED FOR
VERIZON WIRELESS
708141 CHOWN 878268 MIAMI SPRINGS
A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

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