

SECOND AMENDMENT TO LEASE AGREEMENT  
(BU 828746)

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF MARGATE, a Florida municipal corporation ("City"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Tenant"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact.

WHEREAS, City and Omnipoint Communications MB Operations, Inc., a Delaware corporation ("Omnipoint"), entered into a Lease Agreement dated December 26, 1997 (as amended and assigned, the "Agreement"), whereby City leased to Omnipoint a portion of land being described as a 350 square feet portion of that property (said leased portion being the "Property") located along 851 NW 66th Avenue (Tax Parcel # 48-41-36-00-0020 and # 48-41-36-24-0010), Margate, Broward County, State of Florida, and being further described in Book 18838, Page 774 in the Broward County Recorder's Office ("Recorder's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, City and Omnipoint Holdings, Inc. ("Omnipoint Holdings"), successor in interest to Omnipoint, entered into that Amendment No. 1 to Lease Agreement approved by resolution No. 9590 on June 19, 2002 ("First Amendment"); and

WHEREAS, Tenant is successor in interest in the Agreement to Omnipoint Holdings; and

WHEREAS, the term of the Agreement commenced on February 1, 1998, and has an original term, including all extension terms, that will expire on January 31, 2021 ("Original Term"), and City and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 5.02 of the Agreement is amended by adding the following paragraph to the end thereto:

Commencing on February 1, 2021, TENANT shall have the option to extend this Agreement for six (6) additional five (5)-year terms, extending the total term of this Agreement to January 31, 2051, unless sooner terminated as provided in this Agreement. Such extensions shall automatically occur unless TENANT gives written notice to the other party of its intention not to extend this Agreement at least six (6) months prior to the end of the then-current term.

3. Section 5.03 of the Agreement is amended by replacing “fourth (4<sup>th</sup>) four (4) year term” with “sixth (6<sup>th</sup>) five (5)-year term, ending on January 31, 2051”.

4. Section 17 of the Agreement is amended by deleting Tenant’s notice address and inserting the following:

TENANT: T-Mobile USA Tower LLC  
c/o CCTMO LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

with a copy to: T-Mobile USA Tower LLC  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attn: Leasing Administration

5. The Agreement is amended by adding a new Section 21 to the end thereto:

Section 21. RIGHT OF FIRST REFUSAL

21.1 If CITY receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring CITY’s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or CITY’s interest in this Agreement, or an option for any of the foregoing, CITY shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine TENANT’s possessory or economic interest in the Property. CITY’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the CITY’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to CITY given within thirty (30) days, CITY may convey the property as described in the CITY’s notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT’s right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as

part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT's receipt of CITY's notice and the assignment shall be effective upon written notice to CITY.

6. In addition to the rent currently paid by Tenant to City pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Property, if, after full execution of this Second Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to City twenty-five percent (25%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to City of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Property. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this Second Amendment shall be expressly excluded from the Additional Rent and City shall have no right to receive any portion of such revenue.

7. The parties agree to amend the description of the Property to be as shown as the "Crown Tower Parcel" in Exhibit A attached hereto and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached hereto and incorporated herein, and Landlord does hereby lease same to Tenant for those uses provided for in the Lease. Exhibit A and Exhibit B attached to this Second Amendment shall replace any and all descriptions of the Premises.

8. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to City Fifteen Thousand and 00/100 Dollars (\$15,000.00) within sixty (60) days of full execution of this Second Amendment by both parties.

9. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Tenant as follows:

(a) City is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of City's obligations under the Agreement as amended hereby. City has complied with all applicable laws in entering into this Second Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this Second Amendment.

(b) Except as expressly identified in this Second Amendment, City owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or

beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, City shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, City shall cure any defect in City's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(g) City acknowledges that the Property, as defined, shall include any portion of City's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

10. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon City and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

CITY:

Witnesses:

City of Margate,  
a Florida municipal corporation

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

By: \_\_\_\_\_ (SEAL)

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

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

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

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

TENANT:

Witnesses:

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

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

T-Mobile USA Tower LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company,  
its Attorney in Fact

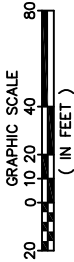
By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

[ATTACHED HERETO]

BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE



SCALE FOR 24" X 36" SHEET: 1" = 40'  
SCALE FOR 11" X 17" SHEET: 1" = 80'

SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 89°28'27" EAST ALONG THE NORTHERLY LINE OF PARCEL "A", MARGATE COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 172, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED. ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
3. THE SPECIAL PURPOSE SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JUNE 28, 2019.
4. UNLESS NOTED OTHERWISE, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED.
5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
6. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED AN INDEPENDENT SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, SETBACKS OR DEED RESTRICTIONS.

SITE STREET ADDRESS:  
851 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120047 0355 H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, DATED 8/18/2014, THE SUBJECT PROPERTY IS IN FLOOD ZONE "AE". SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD; BASE FLOOD ELEVATIONS DETERMINED .

NOTE: THE BASE FLOOD ELEVATION DEPICTED ON THE COMMUNITY PANEL, FOR THE LOCATION OF THE SUBJECT PROPERTY, IS 10 FEET NAVD 88.

SUREYOR'S NOTE:  
THE TOWER AND ALL OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS ARE LOCATED WITHIN THE CROWN TOWER PARCEL AND VERIZON LEASE PARCEL.  
CERTIFIED TO:  
CROWN CASTLE  
FIDELITY NATIONAL TITLE INSURANCE COMPANY  
GEOLINE SURVEYING, INC., LB 7082



*David G. Short*  
DAVID G. SHORT  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE OF REGISTRATION NO. 5022

**GEOLINE**  
SURVEYING, INC.  
*Professional Land Surveyors*  
13430 NW 104th Terrace, Suite A  
Aliciahus, Florida 33015  
(386)418-0500 Fax:(386)462-9986  
geoline@geolineinc.com

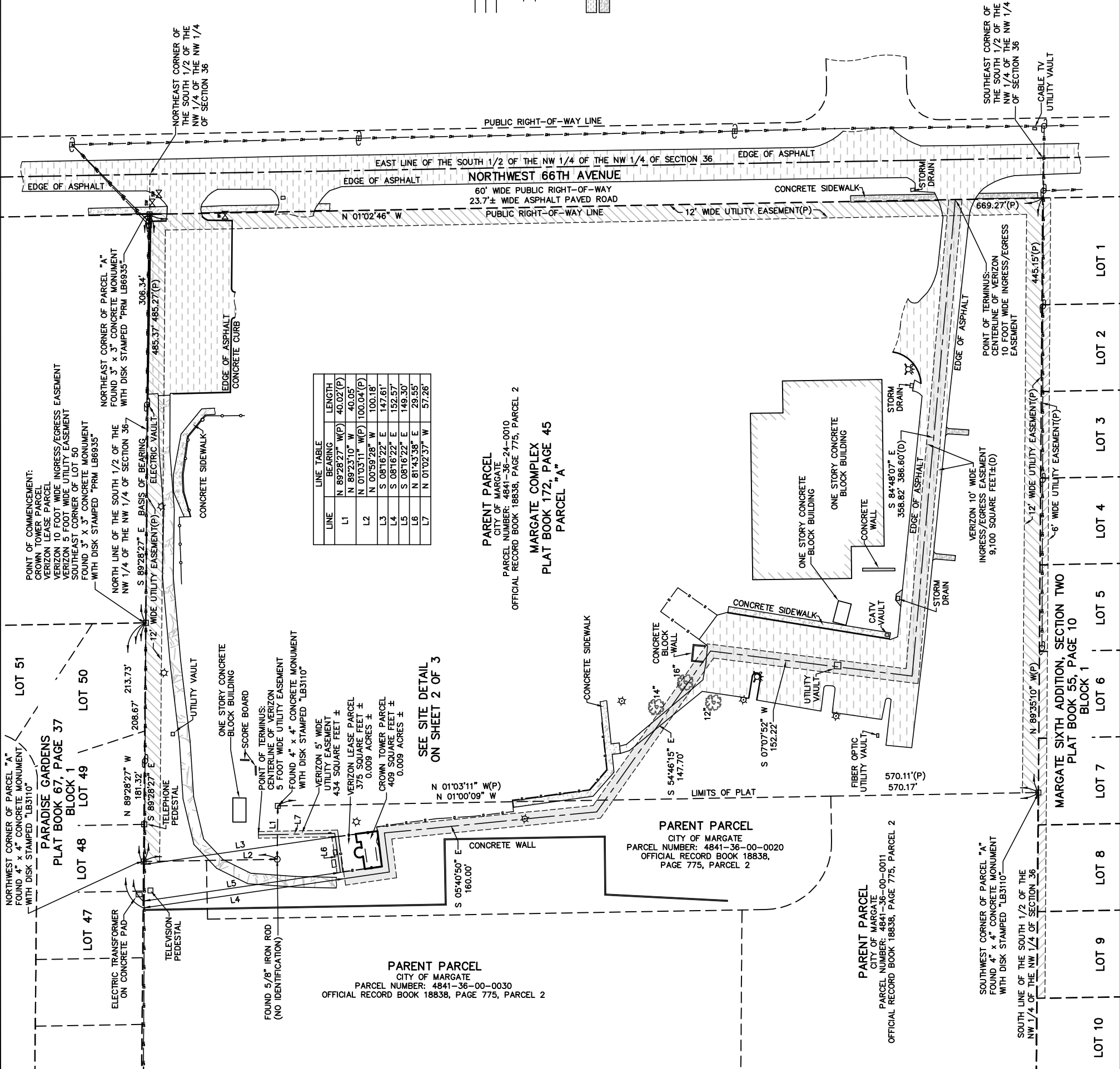
DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2019
CHECKED	DAVE SHORT	PROJECT #	285-11362

**CROWN CASTLE**  
CROWN CASTLE SITE, BUN #828746  
VINSON PARK SITE, BROWARD COUNTY, FLORIDA  
ADDRESS: 851 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

DRAWING# 285-11362 SHEET# 1 OF 3

- LEGEND**
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
  - INDICATES IRON PIN FOUND AS NOTED
  - INDICATES WOOD UTILITY POLE
  - INDICATES CONCRETE UTILITY POLE
  - INDICATES OVERHEAD POWER LINE
  - INDICATES 6" TALL CHAINLINK FENCE
  - INDICATES 8" TALL CHAINLINK FENCE
  - INDICATES CONCRETE LIGHT POLE
  - INDICATES INFORMATION PER RECORDED PLAT
  - INDICATES RECORD DESCRIPTION DATA
  - INDICATES SEWER VALVE
  - INDICATES WATER VALVE FOUND
  - INDICATES WATER VALVE FOUND
  - INDICATES ASPHALT
  - INDICATES CONCRETE
  - INDICATES OAK TREE AS NOTED

TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND



REVISED 9/22/2020 RECONFIGURED AND DESCRIBED CROWN TOWER PARCEL AND VERIZON LEASE PARCEL

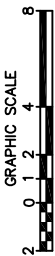


BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE



SITE DETAIL



SCALE FOR 24" X 36" SHEET: 1" = 4'  
SCALE FOR 11" X 17" SHEET: 1" = 8'

PARENT PARCEL

CITY OF MARGATE  
PARCEL NUMBER: 4841-36-24-0010  
OFFICIAL RECORD BOOK 18838, PAGE 775, PARCEL 2

MARGATE COMPLEX  
PLAT BOOK 172, PAGE 45  
PARCEL "A"

LEGEND

- INDICATES SET 1/2" REBAR WITH GEOLINE LB 7082 CAP
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
- INDICATES IRON PIN FOUND AS NOTED
- INDICATES OVERHEAD POWER LINE
- INDICATES 8" TALL CHAINLINK FENCE
- INDICATES CONCRETE LIGHT POLE
- INDICATES RECORD DESCRIPTION DATA
- INDICATES WAVEGUIDE BRIDGE
- INDICATES CONCRETE

GEOLINE  
SURVEYING, INC.

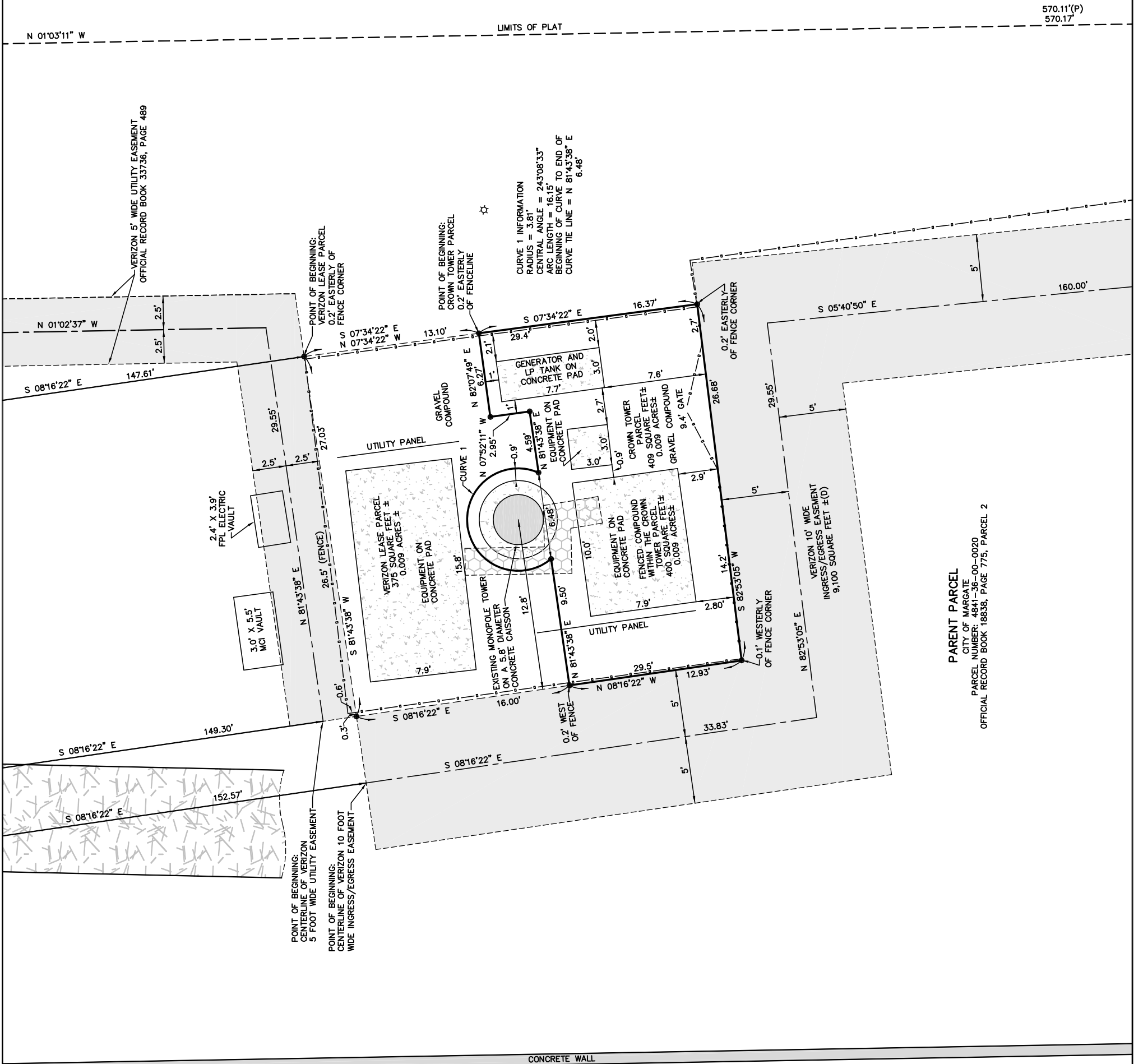
Professional Land Surveyors  
13430 NW 104th Terrace, Suite A  
Alachua, Florida 32815  
(386)418-0500 Fax: (386)462-8866  
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2019
CHECKED	DAVE SHORT	PROJECT #	285-11362

CROWN CASTLE SITE RUN #828748  
VINSON PARK SITE, BROWARD COUNTY, FLORIDA  
ADDRESS: 861 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

DRAWING# 285-11362

SHEET# 2 OF 3



PARENT PARCEL  
CITY OF MARGATE  
PARCEL NUMBER: 4841-36-00-0020  
OFFICIAL RECORD BOOK 18838, PAGE 775, PARCEL 2

PARENT PARCEL  
CITY OF MARGATE  
PARCEL NUMBER: 4841-36-00-0030  
OFFICIAL RECORD BOOK 18838,  
PAGE 775, PARCEL 2

570.11'(P)  
570.17'



# BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE

## PROPERTY DESCRIPTIONS

PARENT PARCEL  
(OFFICIAL RECORD BOOK 18838, PAGE 774, PARCEL 2)

PARCEL 2

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA. LESS ALL RIGHT OF WAY OF RECORD, INCLUDING, BUT NOT LIMITED TO THE WEST 50 FEET OF SAID PROPERTY FOR CANAL RIGHT OF WAY PURPOSES.

CROWN TOWER PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 50, PARADISE GARDENS, BLOCK 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°28'27" WEST ALONG THE SOUTH LINE OF SAID PARADISE GARDENS, BLOCK 1, ALSO BEING THE NORTH LINE OF SAID SOUTH 1/2 FOR 181.32 FEET; THENCE SOUTH 06°18'22" EAST FOR 1147.61 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 5 FOOT WIDE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 33736; PAGE 489 OF SAID PUBLIC RECORDS AND THE NORTHEASTERLY CORNER OF A 375 SQUARE FEET LEASE PARCEL; THENCE SOUTH 07°34'22" EAST ALONG THE EASTERLY LINE OF SAID LEASE PARCEL FOR 13.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 07°34'22" EAST ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE 16.37 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A 10 FOOT WIDE INGRESS/EGRESS EASEMENT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 33736; PAGE 489; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) SOUTH 82°53'05" WEST FOR 26.68 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LEASE PARCEL; (2) NORTH 08°16'22" WEST ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE FOR 12.93 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 81°43'38" EAST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 9.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 243.08 FEET AND A CENTRAL ANGLE OF 243°08'33"; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE FOR 16.15 FEET TO THE END OF SAID CURVE, A TIE BEING RUN FROM SAID BEGINNING OF SAID CURVE TO SAID END OF SAID CURVE HAVING A BEARING OF NORTH 81°43'38" EAST AND A DISTANCE OF 6.48 FEET; THENCE NORTH 81°43'38" EAST ALONG SAID SOUTHERLY LINE FOR 4.59 FEET; THENCE NORTH 07°52'11" WEST ALONG SAID SOUTHERLY LINE FOR 2.95 FEET; THENCE NORTH 82°07'49" EAST ALONG SAID SOUTHERLY LINE FOR 6.27 FEET TO SAID POINT OF BEGINNING.

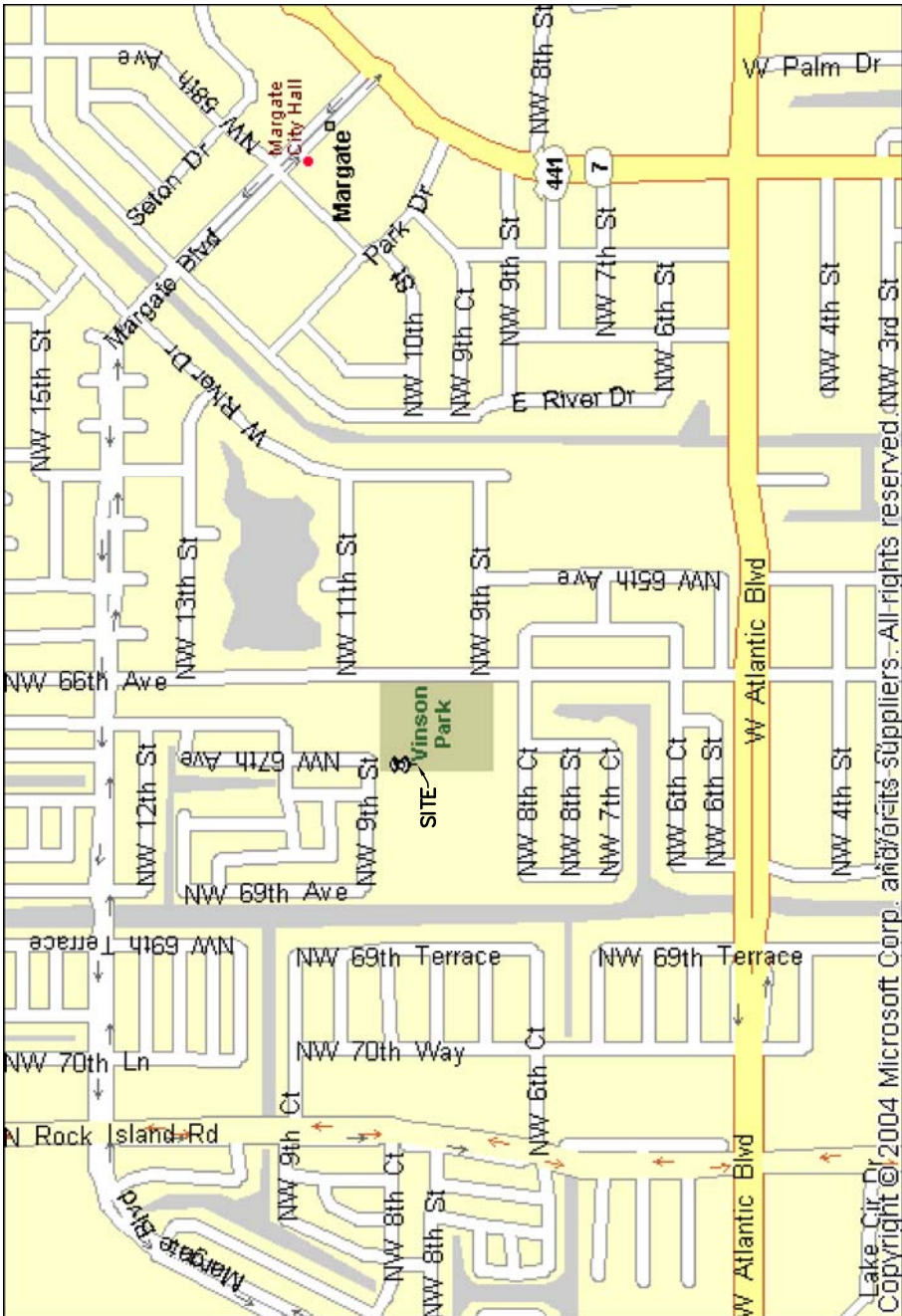
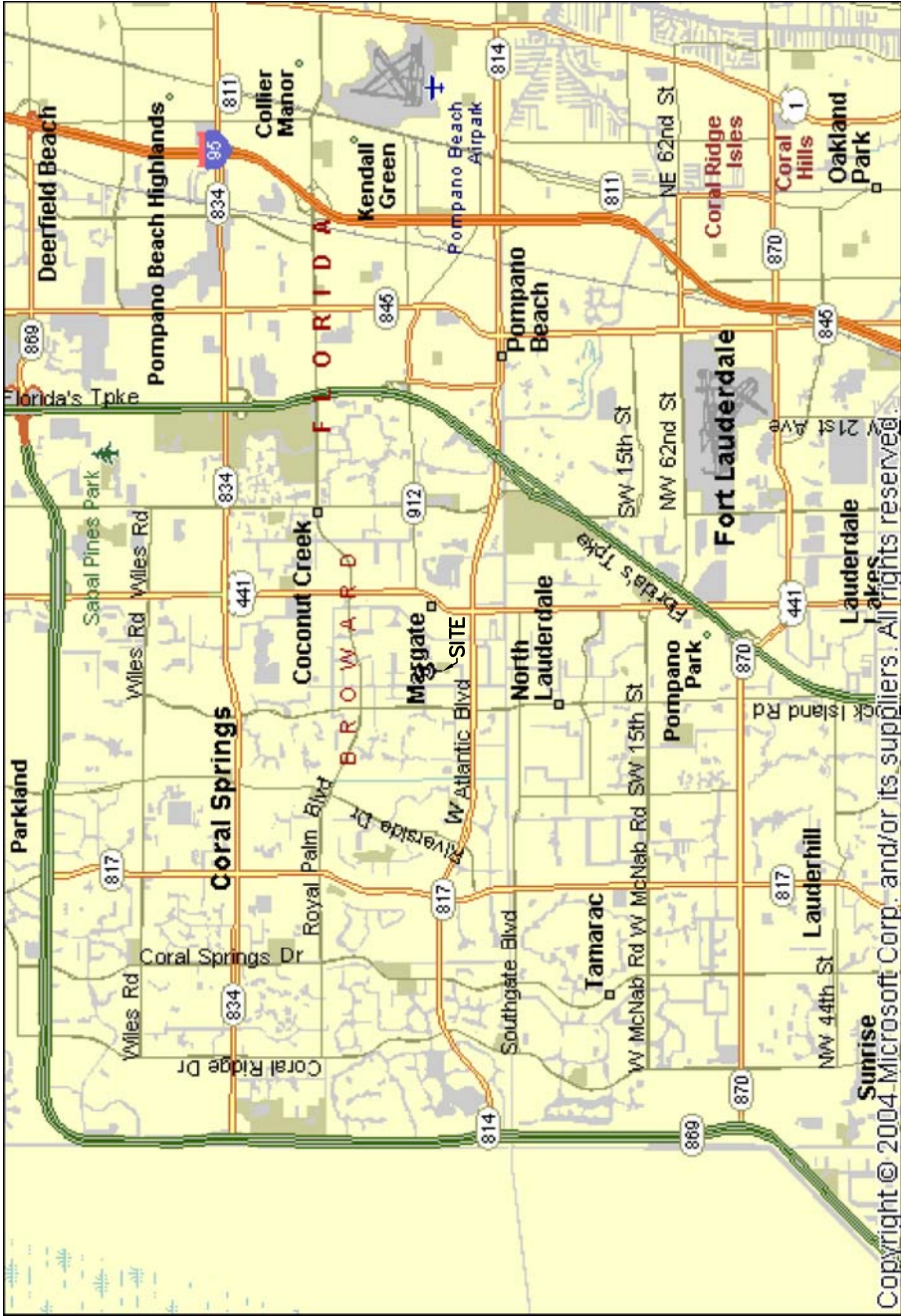
CONTAINING 409 SQUARE FEET (0.009 ACRES), MORE OR LESS.

VERIZON LEASE PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 50, PARADISE GARDENS, BLOCK 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 69°28'27" WEST ALONG THE SOUTH LINE OF PARADISE GARDENS, BLOCK 1, ALSO BEING THE NORTH LINE OF SAID SOUTH 1/2 LOT, 181.32 FEET; THENCE SOUTH 08°16'22" EAST FOR 114.76 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 5 FOOT WIDE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 33736, PAGE 489 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 81°43'38" WEST ALONG SAID SOUTHERLY LINE FOR 27.03 FEET TO THE SOUTHWESTERLY CORNER OF SAID 5 FOOT WIDE UTILITY EASEMENT AND THE NORTHEASTELY CORNER OF A 10 FOOT WIDE INGRESS/EGRESS EASEMENT AS PER DESCRIPTION RECORDED IN SAID OFFICIAL RECORD BOOK 33736, PAGE 489; THENCE SOUTH 08°16'22" EAST ALONG THE EASTERLY LINE OF SAID 10 FOOT WIDE INGRESS/EGRESS EASEMENT FOR 16.00 FEET TO THE NORTHWESTELY CORNER OF A 409 SQUARE FEET TOWER PARCEL; THENCE NORTH 81°43'38" EAST ALONG THE NORTHERLY LINE OF SAID TOWER PARCEL FOR 9.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.81 FEET AND A CENTRAL ANGLE OF 24°30'33"; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF SAID CURVE FOR 16.15 FEET TO THE END OF SAID CURVE, A TIE LINE FROM SAID BEGINNING OF SAID CURVE TO SAID END OF SAID CURVE HAVING A BEARING OF NORTH 81°43'38" EAST AND A DISTANCE OF 6.48 FEET; THENCE NORTH 81°43'38" EAST ALONG SAID NORTHERLY LINE FOR 4.59 FEET; THENCE NORTH 82°07'49" WEST ALONG SAID NORTHERLY LINE FOR 2.95 FEET; THENCE NORTH 82°07'49" EAST ALONG SAID NORTHERLY LINE FOR 6.27 FEET TO THE NORTHEASTELY CORNER OF SAID TOWER PARCEL; THENCE NORTH 70°34'22" WEST FOR 13.10 FEET TO SAID POINT OF BEGINNING.

CONTAINING 375 SQUARE FEET (0.009 ACRES), MORE OR LESS.





**GEOLINE**  
SURVEYING, INC.

*Professional Land Surveyors*  
13430 NW 104th Terrace, Suite A  
Alachua, Florida 32310  
(386)416-0500 Fax: (386)462-9986  
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2011
CHECKED	DAVE SHORT	PROJECT #	285-11362



**CROWN CASTLE**

**CROWN CASTLE SITE BUN #826748**

**VINSON PARK SITE, BROWARD COUNTY, FLORIDA**

**ADDRESS: 1651 NORTHWEST 66TH AVENUE, MARGATE, FL 33063**

DRAWING# 265-11362

SHEET# 3 OF 3

## EXHIBIT B

### **CROWN TOWER PARCEL**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 50, PARADISE GARDENS, BLOCK 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°28'27" WEST ALONG THE SOUTH LINE OF SAID PARADISE GARDENS, BLOCK 1, ALSO BEING THE NORTH LINE OF SAID SOUTH 1/2 FOR 181.32 FEET; THENCE SOUTH 08°16'22" EAST FOR 147.61 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 5 FOOT WIDE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 33736, PAGE 489 OF SAID PUBLIC RECORDS AND THE NORTHEASTERLY CORNER OF A 375 SQUARE FEET LEASE PARCEL; THENCE SOUTH 07°34'22" EAST ALONG THE EASTERLY LINE OF SAID LEASE PARCEL FOR 13.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 07°34'22" EAST ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE 16.37 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A 10 FOOT WIDE INGRESS/EGRESS EASEMENT AS PER DESCRIPTION RECORDED IN SAID OFFICIAL RECORD BOOK 33736, PAGE 489; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) SOUTH 82°53'05" WEST FOR 26.68 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LEASE PARCEL; (2) NORTH 08°16'22" WEST ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE FOR 12.93 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 81°43'38" EAST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 9.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.81 FEET AND A CENTRAL ANGLE OF 243°08'33"; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE FOR 16.15 FEET TO THE END OF SAID CURVE, A TIE LINE FROM SAID BEGINNING OF SAID CURVE TO SAID END OF SAID CURVE HAVING A BEARING OF NORTH 81°43'38" EAST AND A DISTANCE OF 6.48 FEET; THENCE NORTH 81°43'38" EAST ALONG SAID SOUTHERLY LINE FOR 4.59 FEET; THENCE NORTH 07°52'11" WEST ALONG SAID SOUTHERLY LINE FOR 2.95 FEET; THENCE NORTH 82°07'49" EAST ALONG SAID SOUTHERLY LINE FOR 6.27 FEET TO SAID POINT OF BEGINNING.

CONTAINING 409 SQUARE FEET (0.009 ACRES), MORE OR LESS.

Prepared Out of State.

Return to:  
Crown Castle  
1220 Augusta, Suite 500  
Houston, Texas 77057

Tax Parcels #: 48-41-36-00-0020; 48-41-36-24-0010

## MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT (“Memorandum”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF MARGATE, a Florida municipal corporation (“City”), with a mailing address of 5790 Margate Boulevard, Margate, Florida 33063, and T-MOBILE USA TOWER LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, City and Omnipoint Communications MB Operations, Inc., a Delaware corporation (“Omnipoint”), entered into a Lease Agreement dated December 26, 1997 (as amended and assigned, the “Agreement”), whereby City leased to Omnipoint a portion of land being described as a 350 square feet portion of that property (said leased portion being the “Property”) located along 851 NW 66th Avenue (Tax Parcel # 48-41-36-00-0020 and # 48-41-36-24-0010), Margate, Broward County, State of Florida, and being further described in Book 18838, Page 774 in the Broward County Recorder’s Office (“Recorder’s Office”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, City and Omnipoint Holdings, Inc. (“Omnipoint Holdings”), successor in interest to Omnipoint, entered into that Amendment No. 1 to Lease Agreement approved by resolution No. 9590 on June 19, 2002 (“First Amendment”); and

WHEREAS, Tenant is successor in interest in the Agreement to Omnipoint Holdings; and



WHEREAS, the term of the Agreement commenced on February 1, 1998, and has an original term, including all extension terms, that will expire on January 31, 2021 ("Original Term"), and City and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, City and Tenant made and entered into a Second Amendment to Lease Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Memorandum as notice thereof, as follows:

1. City does hereby lease and grant unto Tenant, its successors and assigns, the Property for six (6) additional five (5)-year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of fifty-three (53) years, expiring on January 31, 2051, unless sooner terminated as provided in the Agreement.

2. The parties agree to amend the description of the Property to be as shown as the "Crown Tower Parcel" in Exhibit A attached to the Second Amendment and attached hereto and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached to the Second Amendment and attached hereto and incorporated herein, and Landlord does hereby lease same to Tenant for those uses provided for in the Lease. Exhibit A and Exhibit B attached to the Second Amendment and attached hereto shall replace any and all descriptions of the Premises.

3. If City receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or City's interest in the Agreement, or an option for any of the foregoing, City shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. The details of the right of first refusal granted to Tenant in the Second Amendment are provided in the Second Amendment.

4. This Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Tenant have signed this instrument under seal, and have caused this Memorandum to be duly executed on the day and year first written above.

CITY:

Witnesses:

City of Margate,  
a Florida municipal corporation

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

By: \_\_\_\_\_ (SEAL)

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

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

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

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing Memorandum of Second Amendment to Lease Agreement was signed, sealed, delivered, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ (Title), of the City of Margate, a Florida municipal corporation, for and on behalf of the city who [ ] is personally known to me or who [ ] produced a \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

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

\_\_\_\_\_

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

TENANT:

T-MOBILE USA TOWER LLC  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
its Attorney in Fact

T-MOBILE USA TOWER LLC  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
its Attorney in Fact

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Memorandum of Second Amendment to Lease Agreement was signed, sealed, delivered, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ (Title), of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-Mobile USA Tower LLC, a Delaware limited liability company, for and on behalf of the company who [ ] is personally known to me or who [ ] produced a \_\_\_\_\_ as identification.

(Seal)

Notary Public  
Print Name:

My Commission Expires: \_\_\_\_\_

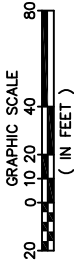
EXHIBIT A

[ATTACHED HERETO]



BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE



SCALE FOR 24" X 36" SHEET: 1" = 40'  
SCALE FOR 11" X 17" SHEET: 1" = 80'

SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 89°28'27" EAST ALONG THE NORTHERLY LINE OF PARCEL "A", MARGATE COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 172, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED. ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
3. THE SPECIAL PURPOSE SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JUNE 28, 2019.
4. UNLESS NOTED OTHERWISE, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED.
5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
6. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED AN INDEPENDENT SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, SETBACKS OR DEED RESTRICTIONS.

SITE STREET ADDRESS:  
851 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120047 0355 H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, DATED 8/18/2014, THE SUBJECT PROPERTY IS IN FLOOD ZONE "AE". SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD; BASE FLOOD ELEVATIONS DETERMINED .

NOTE: THE BASE FLOOD ELEVATION DEPICTED ON THE COMMUNITY PANEL, FOR THE LOCATION OF THE SUBJECT PROPERTY, IS 10 FEET NAVD 88.

SUREYOR'S NOTE:  
THE TOWER AND ALL OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS ARE LOCATED WITHIN THE CROWN TOWER PARCEL AND VERIZON LEASE PARCEL.  
CERTIFIED TO:  
CROWN CASTLE  
FIDELITY NATIONAL TITLE INSURANCE COMPANY  
GEOLINE SURVEYING, INC., LB 7082



*David G. Short*  
DAVID G. SHORT  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE OF REGISTRATION NO. 5022

**GEOLINE**  
SURVEYING, INC.  
*Professional Land Surveyors*  
13430 NW 104th Terrace, Suite A  
Aliciahus, Florida 33015  
(386)418-0500 Fax:(386)462-9986  
geoline@geolineinc.com

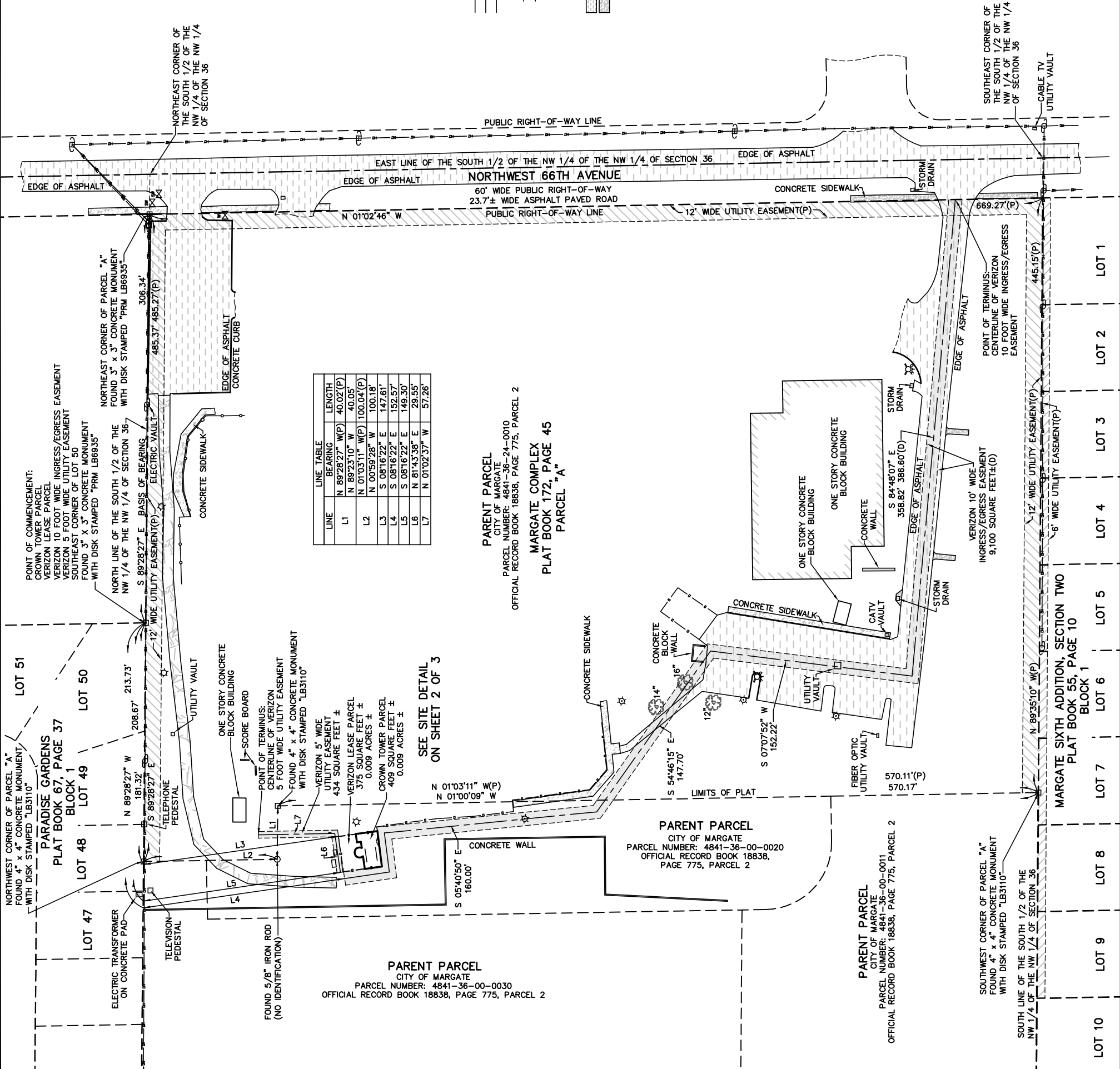
DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2019
CHECKED	DAVE SHORT	PROJECT #	285-11362

**CROWN CASTLE**  
CROWN CASTLE SITE, BUN #828746  
VINSON PARK SITE, BROWARD COUNTY, FLORIDA  
ADDRESS: 851 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

DRAWING# 285-11362 SHEET# 1 OF 3

- LEGEND**
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
  - INDICATES IRON PIN FOUND AS NOTED
  - INDICATES WOOD UTILITY POLE
  - INDICATES CONCRETE UTILITY POLE
  - INDICATES OVERHEAD POWER LINE
  - INDICATES 6" TALL CHAINLINK FENCE
  - INDICATES 8" TALL CHAINLINK FENCE
  - INDICATES CONCRETE LIGHT POLE
  - INDICATES INFORMATION PER RECORDED PLAT
  - INDICATES RECORD DESCRIPTION DATA
  - INDICATES SEWER VALVE
  - INDICATES WATER VALVE FOUND
  - INDICATES WATER VALVE FOUND
  - INDICATES ASPHALT
  - INDICATES CONCRETE
  - INDICATES OAK TREE AS NOTED

TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND



BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE



SITE DETAIL



SCALE FOR 24" X 36" SHEET: 1" = 4'  
SCALE FOR 11" X 17" SHEET: 1" = 8'

PARENT PARCEL

CITY OF MARGATE  
PARCEL NUMBER: 4841-36-24-0010  
OFFICIAL RECORD BOOK 18838, PAGE 775, PARCEL 2

MARGATE COMPLEX  
PLAT BOOK 172, PAGE 45  
PARCEL "A"

LEGEND

- INDICATES SET 1/2" REBAR WITH GEOLINE LB 7082 CAP
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
- INDICATES IRON PIN FOUND AS NOTED
- INDICATES OVERHEAD POWER LINE
- INDICATES 8" TALL CHAINLINK FENCE
- INDICATES CONCRETE LIGHT POLE
- INDICATES RECORD DESCRIPTION DATA
- INDICATES WAVEGUIDE BRIDGE
- INDICATES CONCRETE

GEOLINE  
SURVEYING, INC.

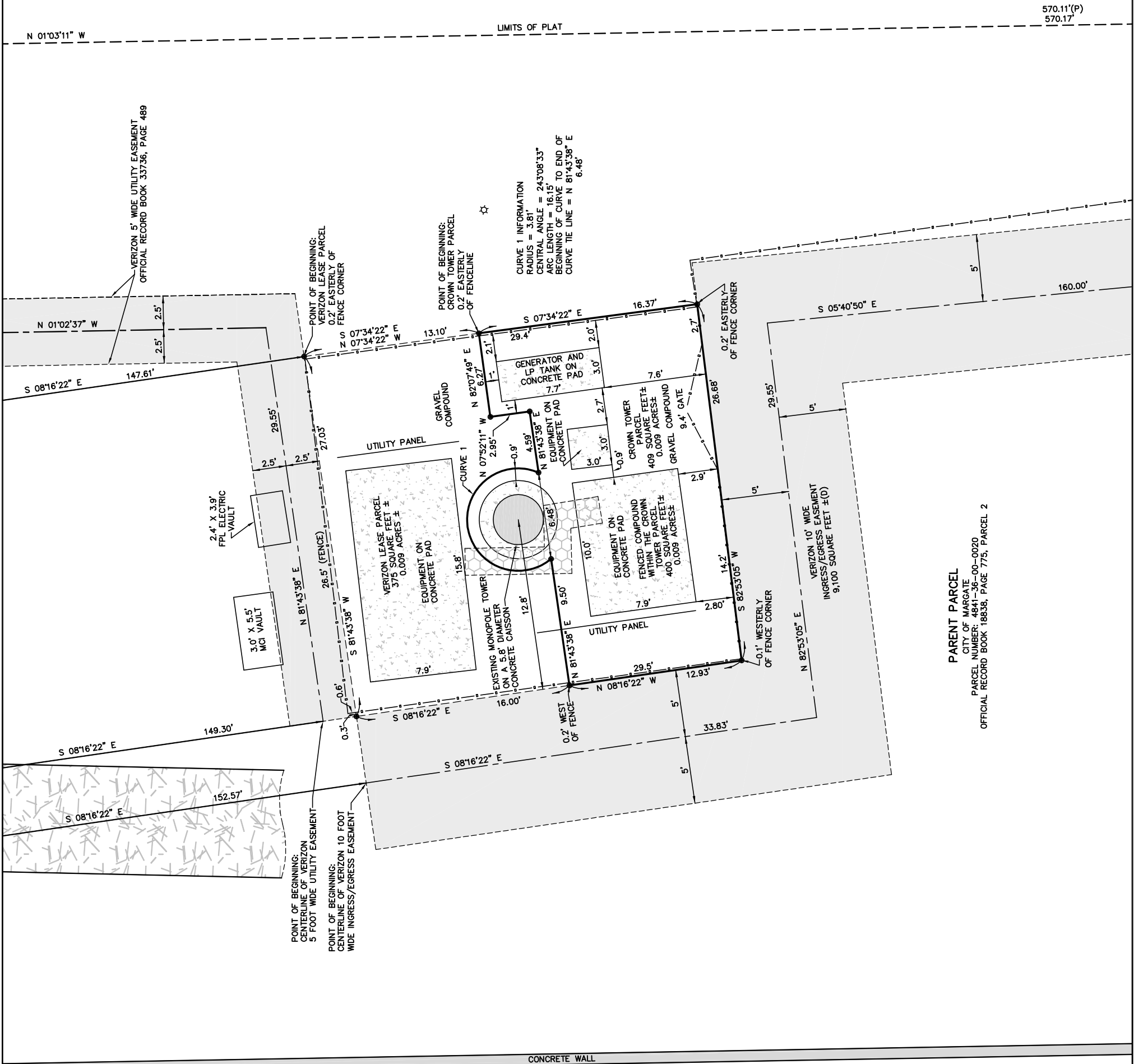
Professional Land Surveyors  
13430 NW 104th Terrace, Suite A  
Alachua, Florida 32815  
(386)418-0500 Fax: (386)462-8866  
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2019
CHECKED	DAVE SHORT	PROJECT #	285-11362

CROWN CASTLE SITE RUN #828748  
VINSON PARK SITE, BROWARD COUNTY, FLORIDA  
ADDRESS: 861 NORTHWEST 66TH AVENUE, MARGATE, FL 33063

DRAWING# 285-11362

SHEET# 2 OF 3



PARENT PARCEL  
CITY OF MARGATE  
PARCEL NUMBER: 4841-36-00-0020  
OFFICIAL RECORD BOOK 18838, PAGE 775, PARCEL 2

PARENT PARCEL  
CITY OF MARGATE  
PARCEL NUMBER: 4841-36-00-0030  
OFFICIAL RECORD BOOK 18838,  
PAGE 775, PARCEL 2

570.11'(P)  
570.17'



# BOUNDARY SURVEY

SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST  
BROWARD COUNTY, FLORIDA  
FOR: CROWN CASTLE

## PROPERTY DESCRIPTIONS

PARENT PARCEL  
(OFFICIAL RECORD BOOK 18838, PAGE 774, PARCEL 2)

PARCEL 2

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA. LESS ALL RIGHT OF WAY OF RECORD, INCLUDING, BUT NOT LIMITED TO THE WEST 50 FEET OF SAID PROPERTY FOR CANAL RIGHT OF WAY PURPOSES.

CROWN TOWER PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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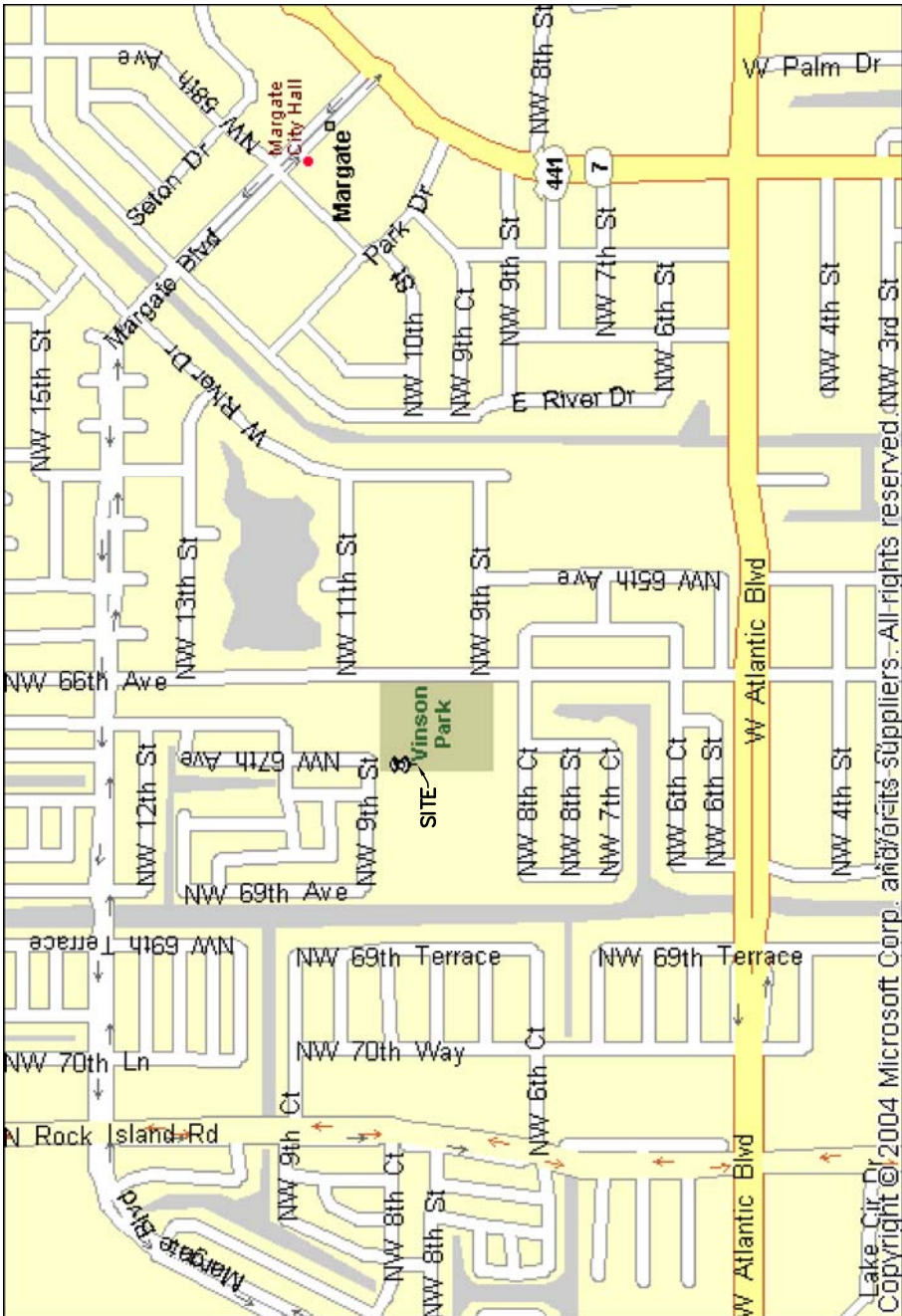
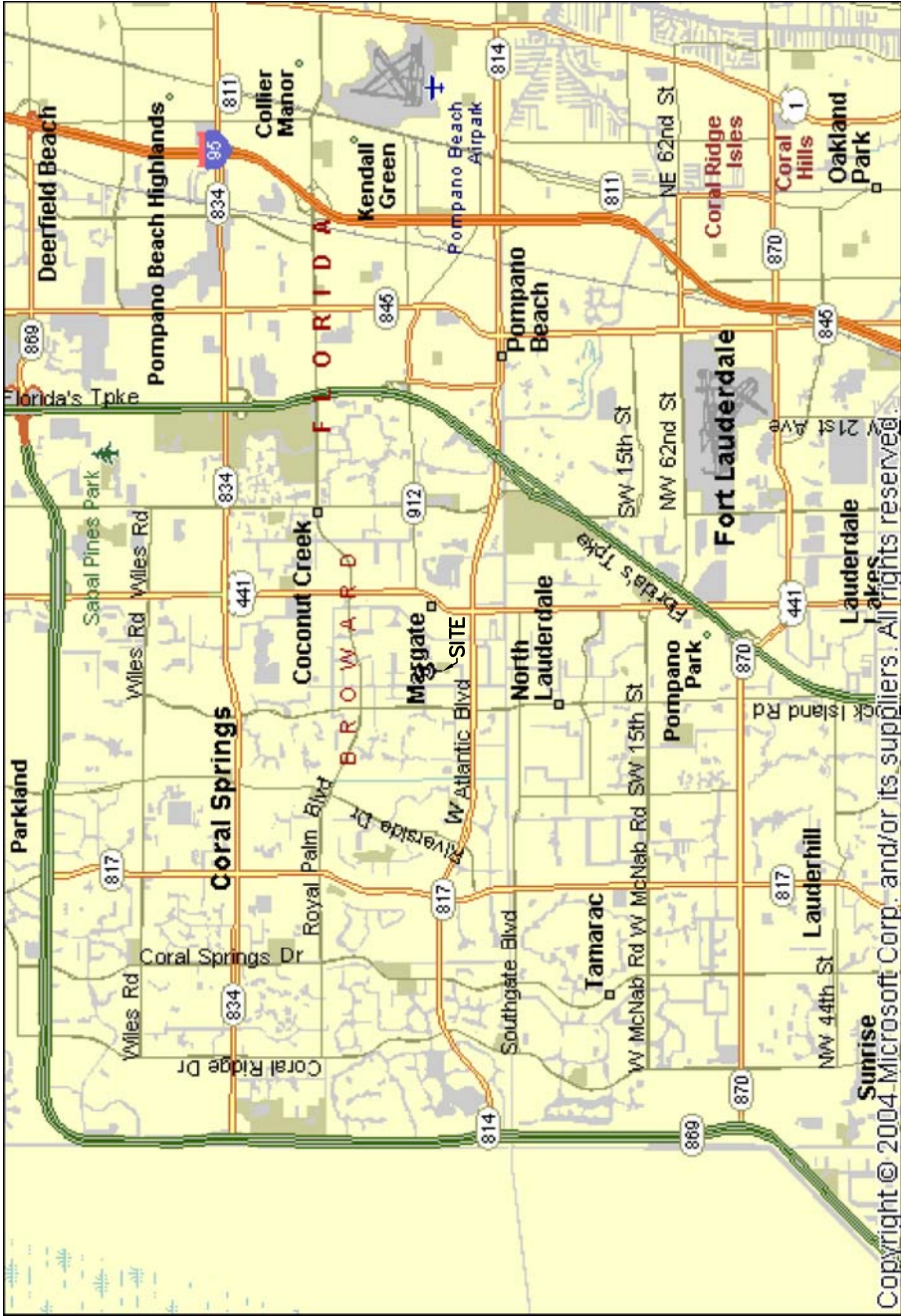
CONTAINING 409 SQUARE FEET (0.009 ACRES), MORE OR LESS.

VERIZON LEASE PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 375 SQUARE FEET (0.009 ACRES), MORE OR LESS.





**GEOLINE**  
SURVEYING, INC.

*Professional Land Surveyors*  
13430 NW 104th Terrace, Suite A  
Alachua, Florida 32316  
(386)416-0500 Fax: (386)462-9986  
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JUNE 28, 2011
CHECKED	DAVE SHORT	PROJECT #	285-11362



**CROWN CASTLE**

**CROWN CASTLE SITE BUN #826748**

**VINSON PARK SITE, BROWARD COUNTY, FLORIDA**

**ADDRESS: 1651 NORTHWEST 66TH AVENUE, MARGATE, FL 33063**

DRAWING# 265-11362

SHEET# 3 OF 3

## EXHIBIT B

### **CROWN TOWER PARCEL**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 50, PARADISE GARDENS, BLOCK 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°28'27" WEST ALONG THE SOUTH LINE OF SAID PARADISE GARDENS, BLOCK 1, ALSO BEING THE NORTH LINE OF SAID SOUTH 1/2 FOR 181.32 FEET; THENCE SOUTH 08°16'22" EAST FOR 147.61 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 5 FOOT WIDE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 33736, PAGE 489 OF SAID PUBLIC RECORDS AND THE NORTHEASTERLY CORNER OF A 375 SQUARE FEET LEASE PARCEL; THENCE SOUTH 07°34'22" EAST ALONG THE EASTERLY LINE OF SAID LEASE PARCEL FOR 13.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 07°34'22" EAST ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE 16.37 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A 10 FOOT WIDE INGRESS/EGRESS EASEMENT AS PER DESCRIPTION RECORDED IN SAID OFFICIAL RECORD BOOK 33736, PAGE 489; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) SOUTH 82°53'05" WEST FOR 26.68 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LEASE PARCEL; (2) NORTH 08°16'22" WEST ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE FOR 12.93 FEET TO THE SOUTHWESTERLY CORNER OF SAID LEASE PARCEL; THENCE NORTH 81°43'38" EAST ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL FOR 9.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3.81 FEET AND A CENTRAL ANGLE OF 243°08'33"; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF SAID CURVE FOR 16.15 FEET TO THE END OF SAID CURVE, A TIE LINE FROM SAID BEGINNING OF SAID CURVE TO SAID END OF SAID CURVE HAVING A BEARING OF NORTH 81°43'38" EAST AND A DISTANCE OF 6.48 FEET; THENCE NORTH 81°43'38" EAST ALONG SAID SOUTHERLY LINE FOR 4.59 FEET; THENCE NORTH 07°52'11" WEST ALONG SAID SOUTHERLY LINE FOR 2.95 FEET; THENCE NORTH 82°07'49" EAST ALONG SAID SOUTHERLY LINE FOR 6.27 FEET TO SAID POINT OF BEGINNING.

CONTAINING 409 SQUARE FEET (0.009 ACRES), MORE OR LESS.