

ORDINANCE NO. 2018-146

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING THE THIRD RENEWAL BEGINNING JUNE 20, 2018 THROUGH JUNE 2023 OF THE GROUND LEASE FOR THE 95 FOOT MONOPOLE COMMUNICATIONS TOWER THAT COMMENCED ON AUGUST 20, 2003, TOGETHER WITH SUCH RIGHTS AND DUTIES AS MORE FULLY DESCRIBED IN THE GROUND LEASE CONSISTING OF APPROXIMATELY 400 SQUARE FEET FOR A BASE ANNUAL RENT OF \$45,023.68 AND ANNUAL INCREASES OF 4% EACH YEAR, AT BABCOCK PARK, 651 EAST 4 AVENUE, HIALEAH, FLORIDA; APPROVING A FIRST AMENDMENT AND MEMORANDUM OF FIRST AMENDMENT WITH T-MOBILE SOUTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AND THROUGH CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY, COPIES OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF RESPECTIVELY AS EXHIBITS "1" AND "2" TO THE ORIGINAL GROUND LEASE TO ADD AN ADDITIONAL 200 SQUARE FEET TO SITE A GENERATOR TO POWER THE T-MOBILE COMMUNICATIONS ANTENNAS IN THE EVENT OF A POWER OUTAGE, FOR AN ADDITIONAL MONTHLY RENT OF \$300 AT \$1.50 A SQUARE FOOT; ALLOWING FOR ANTENNAE IMPROVEMENTS AND MODIFICATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah and Omnipoint Holdings, Inc., a Delaware corporation entered into a Ground Lease dated June 20, 2003, to construct a communications tower, together with utility and/or maintenance rights located at Babcock Park at 651 E. 4th Avenue Hialeah, Florida; and

WHEREAS, the term of the Ground Lease commenced on August 20, 2003, and including all renewal terms ends on August 19, 2028; and

WHEREAS, the City of Hialeah and T-Mobile now desire to amend the Lease to increase the size of the leased land by adding an additional 200 square feet to site a generator.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves the third renewal of the Ground Lease beginning June 20, 2018 and ending June 20, 2023, the first amendment to the ground lease and memorandum of first amendment of lease with T-Mobile USA Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company with all other terms of the original lease remaining the same, wherein a communications tower was built and is located at Babcock Park, 651 East 4 Avenue, Hialeah, Florida to allow an additional 200 square feet of leased space to site a generator to power the communications tower in the event of a power outage for an additional monthly rent of \$300 at \$1.50 a square foot, in addition to the a base annual rent of \$45,023.68 with annual increases of 4% each year, and

allowing for antennae improvements and modifications with non-exclusive access for ingress, egress and utilities in connection continued operation and maintenance of the communications tower and generator.

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

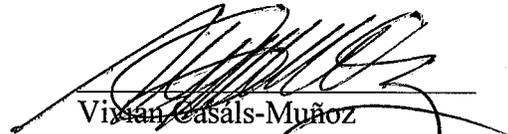
Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and

signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

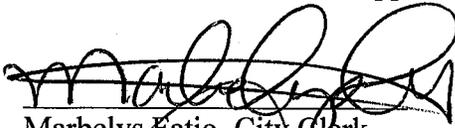
PASSED and ADOPTED this 11 day of December, 2018.

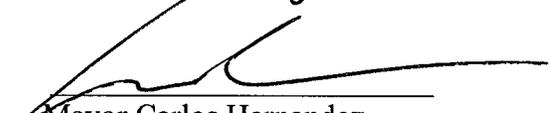
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Vixan Casals-Munoz
Council President

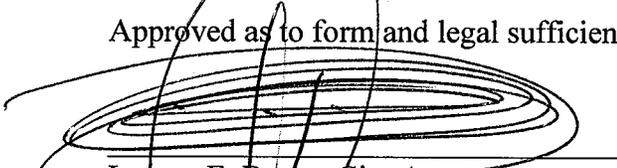
Attest:

Approved on this 3 day of January, 2018.⁹


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

S:\DJ\ORDINANCES\mobile first amendment to ground lease ad generator babcock park.docx

Ordinance was adopted by a 7-0 vote with Councilmembers,
Zogby, Lozano, Casals-Munoz, Garcia-Martinez, Caragol, Cuen-
Fuente, Hernandez, voting "Yes.

FIRST AMENDMENT TO GROUND LEASE
(BU 822487)

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made effective this ____ day of _____, 2018, by and between CITY OF HIALEAH, a Florida municipal corporation ("Landlord"), 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, Landlord and Omnipoint Holdings, Inc., a Delaware corporation ("Omnipoint"), entered into a Ground Lease dated June 20, 2003 (as amended and assigned, the "Lease"), whereby Landlord leased to Omnipoint a portion of land being described as a 400 square feet portion of that property (said leased portion being the "Land", together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease being the "Site") located at 651 E. 4th Avenue (Tax Folio #04-3117-000-0060), Hialeah, Miami-Dade County, State of Florida, and being further described in Book 1276, Page 104 in the Clerk's Office for the Miami-Dade County Courts; and

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

WHEREAS, the term of the Lease commenced on August 20, 2003, and has an original term, including all Renewal Terms (as defined in the Lease), that will expire on August 19, 2028; and

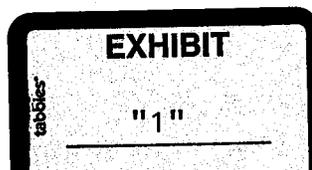
WHEREAS, Landlord and Tenant now desire to amend the Lease to increase the size of the Land, and to make other changes.

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

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

2. Landlord hereby leases to Tenant an additional 200 square feet of real property, as same is shown as the "Crown Additional Ground Space 'A'" on Exhibit A attached hereto and incorporated herein by reference, and described as the "Crown Additional Ground Space 'A'" by metes and bounds on Exhibit B attached hereto and incorporated herein by reference ("Additional Land"). The Additional Land shall increase the size of the Land leased by Landlord to Tenant to approximately 745 square feet, as same is cumulatively described as the "Crown New Overall Tower Parcel" on Exhibit A attached hereto, and described as the "Crown New Overall Tower Parcel" by metes and bounds on Exhibit B attached hereto, and the Lease is amended to reflect such increase in the size of the Land. The "Land" shall be deemed to also include the Additional Land unless stated to the contrary. Exhibit A and Exhibit B attached hereto shall replace any and all descriptions of the Land and correct any previous encroachments that may have existed.

Site Name: Babcock Park
BU: 822487
PPAB 4197463v4



3. The description and location of those easements and rights of way for access and utilities granted in the Lease are amended to reflect both (i) the "Crown 15 Foot Wide Non-Exclusive Ingress and Egress Easement" shown on Exhibit A attached hereto and described as the "Crown 15 Foot Wide Non-Exclusive Ingress and Egress Easement" by metes and bounds in Exhibit B attached hereto for ingress and egress by Tenant and Tenant's subtenants, licensees, employees, agents, representatives, and contractors, twenty-four hours a day, seven days a week, on foot or motor vehicle, including trucks, and (ii) the "Crown 3 Foot Wide Non-Exclusive Utility Easement" shown on Exhibit A attached hereto and described as the "Crown 3 Foot Wide Non-Exclusive Utility Easement" by metes and bounds in Exhibit B attached hereto to install, replace and maintain utility wires, poles, cables, conduits and pipes in, on and under said easement and right of way. Landlord does hereby grant said easements and rights of way to Tenant, its successors and assigns. Said easements and rights of way are appurtenant to the Land and shall run with the land. Exhibit A and Exhibit B attached hereto shall replace any and all descriptions of the existing easements and rights of way for access and utilities in the Lease; provided, however, in the event the location(s) of any of Tenant's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Tenant's easement rights over such area(s) shall remain in full force and effect.

4. In consideration for leasing the Additional Land, Tenant shall pay to Landlord the amount of Three Hundred Dollars (\$300.00) per month, together with all applicable taxes as may be due or payable pursuant to the Lease (if any) related to the Additional Land (hereinafter "Additional Land Rent") commencing upon the first day of the month following the commencement of installation of equipment on the Additional Land by Tenant (hereinafter "Additional Land Rent Commencement Date"), and continuing thereafter until the earlier of (i) the expiration of the Lease or (ii) the cessation of use by Tenant or its subtenants or licensees of the Additional Land as evidenced by a written notice of such cessation sent by Tenant to Landlord thirty (30) days prior to the effective date of such cessation. The Additional Land Rent shall escalate upon the same terms and at the same time as the Base Rent set forth in the Lease for so long as such Additional Land Rent is payable to Landlord as set forth herein. Tenant shall have the right to terminate its interest and right to use the Additional Land at any time during the term of the Lease without terminating the Lease or any of the rights of Tenant to the use of the Land. Upon such election to terminate, Tenant's rights to use the Additional Land and obligation to continue the payment of the Additional Land Rent shall terminate, but the remainder of the Lease shall remain in full force and effect.

5. In accordance with Section 7a.(4) of the Lease, Landlord hereby consents to the modification of Tenant's equipment on the Site, which includes (i) replacing three (3) existing antennas with three (3) new FFHH-65C-R3 antennas, (ii) replacing all existing remote radio units with three (3) new AHLOA remote radio units and six (6) new AHFIB remote radio units, and (iii) replacing any ancillary and supporting equipment related to or necessary for such replacement and installation and use of same. Upon completion of the above-described modification work, the final configuration of Tenant's equipment on the Site will be as follows: nine (9) antennas; twelve (12) one and five-eighths inch (1 5/8") lines; two (2) one and three-fifths inch (1 3/5") high hybrid lines; three (3) tower mounted amplifiers; nine (9) remote radio units; and two (2) COVP. Landlord hereby acknowledges that Tenant has complied with all requirements set forth in Section 7 of the Lease for such modifications.

6. Section 26 of the Lease is amended by deleting Tenant's notice addresses and inserting the following:

If to Tenant, to: T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

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

7. As additional consideration for amending the Lease in accordance with this First Amendment, Tenant agrees to pay to Landlord One Thousand Five Hundred Dollars (\$1,500.00) within sixty (60) days of full execution of this First Amendment by both parties.

8. Estoppel. Landlord and Tenant agree as follows:

(a) The Site is owned by Landlord free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

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

(c) Upon Tenant's request, Landlord agrees to cure any defect in Landlord'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 Site.

(d) Landlord agrees to execute such further documents and provide such further assurances as may be reasonably requested by Tenant to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of Site under the Lease as amended hereby.

(e) Landlord and Tenant agree that Tenant is the current Tenant under the Lease, the Lease is in full force and effect and the Lease, as it may have been previously amended and as amended herein, contains the entire agreement between Landlord and Tenant with respect to the Site.

(f) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(g) Landlord is the owner of the fee interest in the Site.

(h) The individual executing this First Amendment on behalf of Landlord is authorized to do so and has the full power to bind Landlord.

(i) Should Tenant's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Lease and exercise any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Landlord agrees to accept such exercise of rights by Lender as if same had been exercised by Tenant.

(j) If there shall be a monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant under the Lease to cure such default prior to terminating the Lease.

(k) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

(l) Landlord acknowledges that the Site, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

9. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Site is transferred, the succeeding Landlord 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 Landlord. Landlord'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.

10. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This First 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.

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

LANDLORD:

Witnesses:

City of Hialeah,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

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

Witnesses:

Ebony GEE
Print Name: Ebony GEE

M Benta
Print Name: Michael Benta

TENANT:

T-MOBILE USA TOWER LLC
a Delaware limited liability company

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

By: *M Norwood* (SEAL)
Print Name: Matthew Norwood
Title: Senior Transaction Manager

EXHIBIT A

[ATTACHED HERETO]

Site Name: Babcock Park
BU: 822487
PPAB 4197463v4

BOUNDARY SURVEY

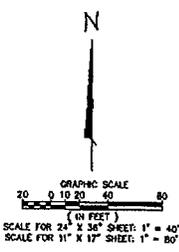
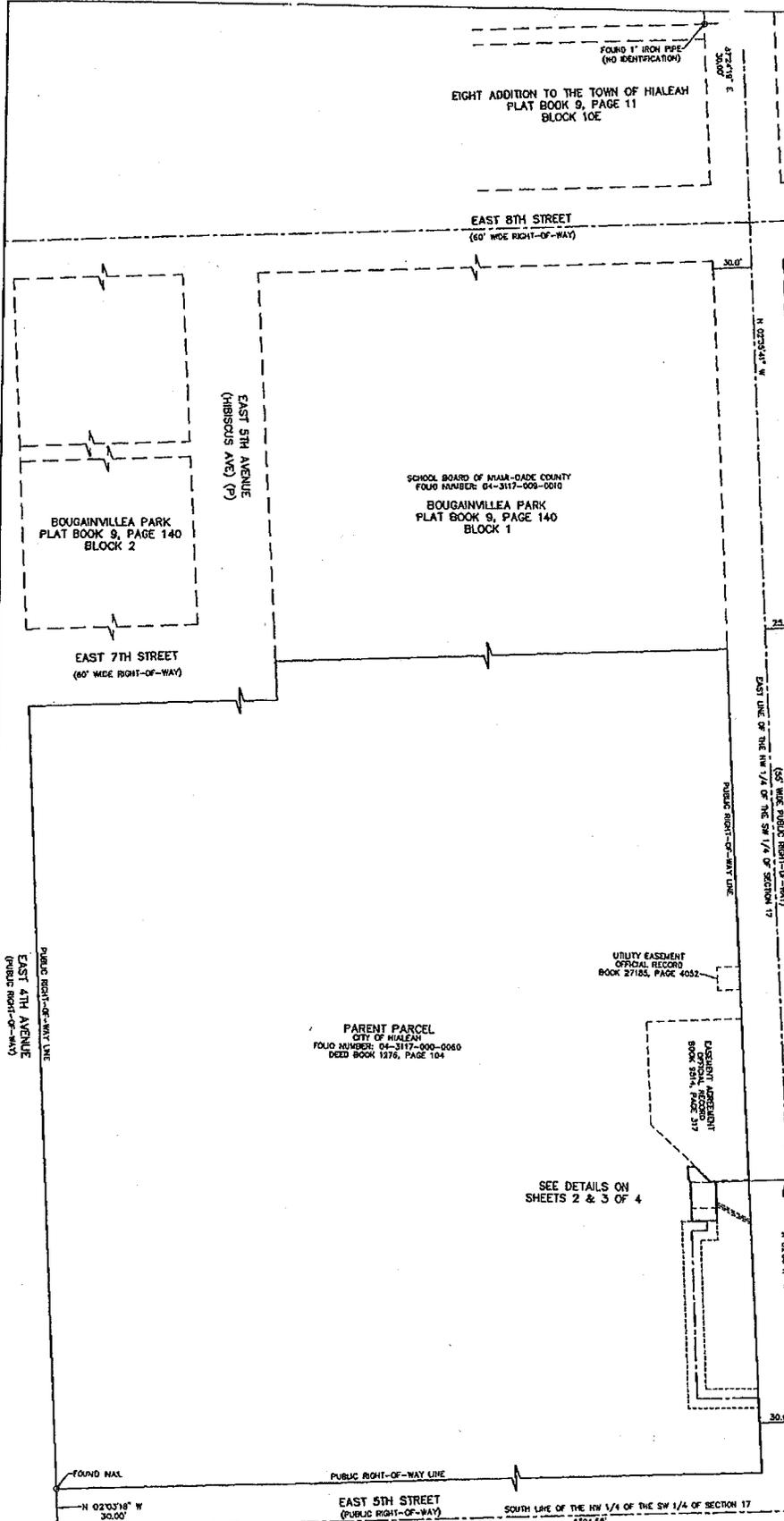
SECTION 17, TOWNSHIP 33 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA
FOR: CROWN CASTLE

SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD83 ADJUSTMENT, AS EVIDENCED BY THE BEARING OF NORTH 02°33'41" WEST ALONG THE EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 33 SOUTH, RANGE 41 EAST, SAID LINE BEING ALONG THE CENTERLINE OF EAST 4TH AVENUE.
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 BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED APRIL 11, 2018.
4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS, AND TO DEPICT THE TYPE AND LOCATION OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARCEL PARCEL.
6. LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN EPOCH REAL TIME KINEMATIC GPS SYSTEM INCORPORATING A CHAMPION TNO GPS RECEIVER.
7. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NAVD83 DATUM.
8. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.
9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. SITE ADDRESS:
851 EAST 4TH AVENUE, HIALEAH, FLORIDA, 33010

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 15043 0284 L.F. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA, DATED 9/1/2002, THE TOWER PARCEL IS IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



PARENT PARCEL
CITY OF HIALEAH
PLAT NUMBER: 04-3117-000-0050
DEED BOOK 1376, PAGE 104

SEE DETAILS ON
SHEETS 2 & 3 OF 4

SURVEYOR'S NOTE:
THE TOWER AND ALL OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS, WITH THE EXCEPTION OF THE WESTERLY COMPANED FENCE ARE WITHIN THE CROWN NEW OVERALL TOWER PARCEL.

CERTIFIED TO:
CROWN CASTLE
STEWART TITLE GUARANTY COMPANY
GEOLINE SURVEYING, INC., LB 7082
David O. Short 10/30/2018
DAVID O. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 3012

GEOLINE SURVEYING, INC.
Professional Land Surveyors
15400 SW 60th Street, Suite 1
Miami, Florida 33185
(305) 498-9922 Fax (305) 491-9908
geoline@geoline.com

FLUOR CURSES	DATE	AS SHOWN
DATE SURVEY	APR 11, 2018	
CROWN CASTLE	FILE NO.	285-9587

CROWN CASTLE SITE BUN #102457
BIRDCOCK PARK SITE, MIAMI-DADE COUNTY, FLORIDA
ADDRESS: 851 EAST 4TH AVENUE, HIALEAH, FLORIDA, 33010
DRAWING 285-9587



BOUNDARY SURVEY

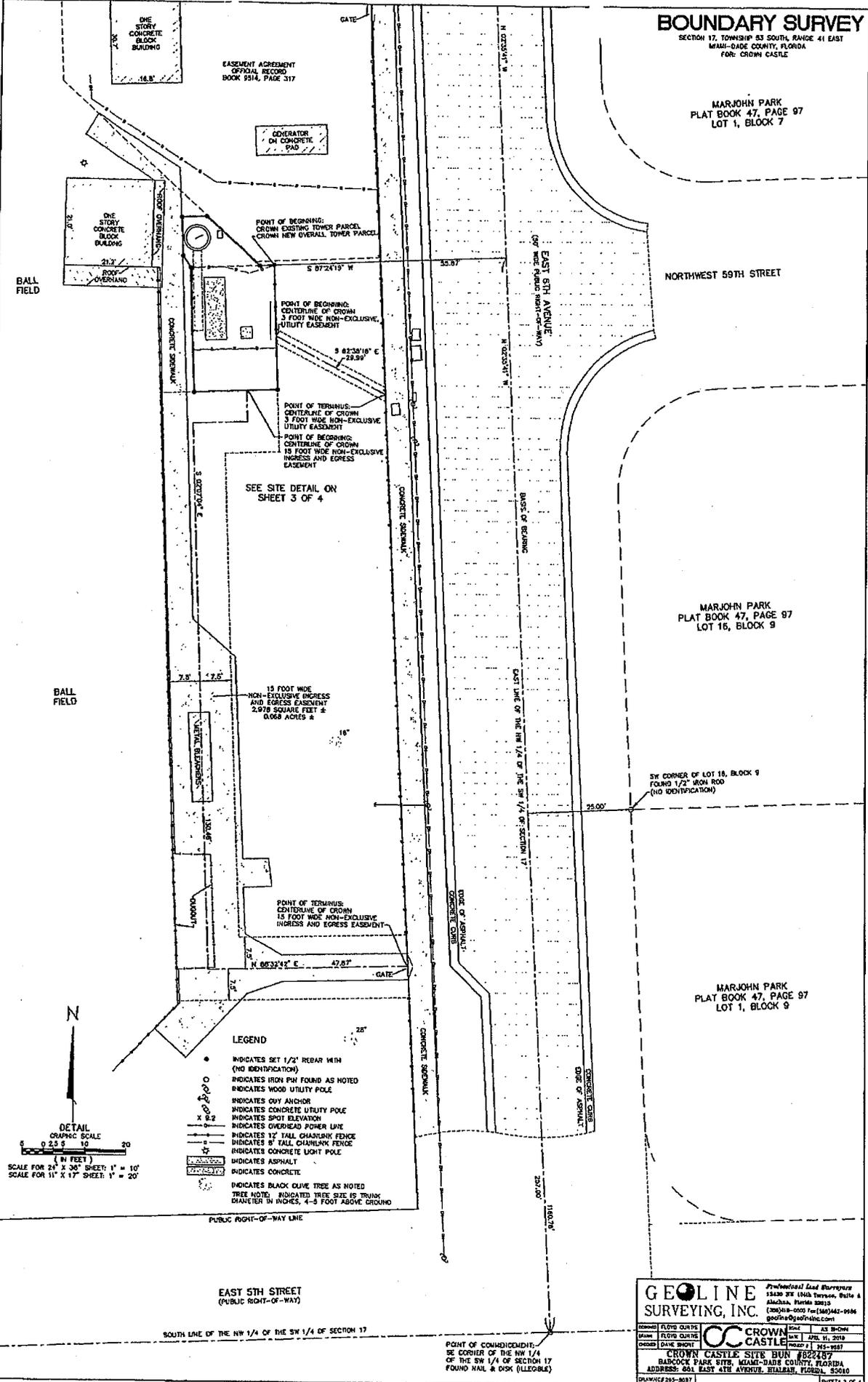
SECTION 17, TOWNSHIP 83 SOUTH, RANGE 41 EAST
 MIAMI-DADE COUNTY, FLORIDA
 FOR: CROWN CASTLE

MARJOHN PARK
 PLAT BOOK 47, PAGE 97
 LOT 1, BLOCK 7

NORTHWEST 59TH STREET

MARJOHN PARK
 PLAT BOOK 47, PAGE 97
 LOT 16, BLOCK 9

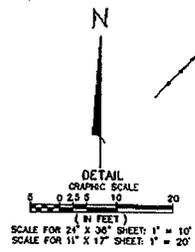
MARJOHN PARK
 PLAT BOOK 47, PAGE 97
 LOT 1, BLOCK 9



SEE SITE DETAIL ON SHEET 3 OF 4

15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT 2,476 SQUARE FEET ± 0.068 ACRES ±

- LEGEND**
- INDICATES SET 1/2" REBAR 1/4IN (NO IDENTIFICATION)
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES WOOD UTILITY POLE
 - INDICATES CUY ANCHOR
 - INDICATES CONCRETE UTILITY POLE
 - INDICATES SPOT ELEVATION
 - INDICATES OVERHEAD POWER LINE
 - INDICATES 1 1/2" TALL CHAINLINK FENCE
 - INDICATES 6" TALL CHAINLINK FENCE
 - INDICATES CONCRETE LIGHT POLE
 - INDICATES ASPHALT
 - INDICATES CONCRETE
 - INDICATES BLACK OLIVE TREE AS NOTED
 - INDICATES TREE NOTE, INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-3 FOOT ABOVE GROUND



GEOLINE SURVEYING, INC. *Professional Land Surveyors*
 15430 SW 15th Terrace, Suite A
 Miramar, Florida 33025
 (305) 666-0000 Fax (305) 666-9966
 geoline@geolineinc.com

CROWN CASTLE
 CROWN CASTLE SITE BUN #822187
 BARDOCK PARK SITE, MIAMI-DADE COUNTY, FLORIDA
 ADDRESS: 541 EAST 5TH AVENUE, SUITES, 33360
 (305) 666-2555-8037

DATE: APR. 11, 2018
 SHEET: 1 OF 4
 SHEETS: 2 OF 4

EXHIBIT B

[Page 1 of 3]

PARENT PARCEL
(DEED BOOK 1276, PAGE 104)

THE SOUTH 1/2 OF THE NW 1/4 OF THE SW 1/4 SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CROWN EXISTING TOWER PARCEL

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°12'18" EAST FOR 20.00 FEET; THENCE SOUTH 87°47'42" WEST FOR 20.00 FEET; THENCE NORTH 02°12'18" WEST FOR 20.00 FEET; THENCE NORTH 87°47'42" EAST FOR 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, (0.009 ACRES), MORE OR LESS.

CROWN ADDITIONAL GROUND SPACE "A"

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF AN 20 FOOT BY 20 FOOT TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°12'18" EAST ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG SAID PARALLEL LINE FOR 20.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID TOWER PARCEL; THENCE NORTH 02°12'18" WEST ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE FOR 10.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE NORTH 87°47'42" EAST ALONG SAID SOUTHERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET, (0.005 ACRES), MORE OR LESS.

Site Name: Babcock Park
BU: 822487
PPAB 4197463v4

EXHIBIT B

[Page 2 of 3]

CROWN NEW OVERALL TOWER PARCEL

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°12'18" EAST FOR 30.00 FEET; THENCE SOUTH 87°47'42" WEST FOR 20.00 FEET; THENCE NORTH 02°12'18" WEST FOR 30.00 FEET; THENCE NORTH 33°02'51" WEST FOR 3.37 FEET; THENCE NORTH 02°12'18" WEST FOR 9.32 FEET; THENCE NORTH 87°47'42" EAST FOR 5.90 FEET; THENCE SOUTH 47°35'41" EAST FOR 17.39 FEET; THENCE NORTH 87°47'42" EAST FOR 3.44 FEET TO SAID POINT OF BEGINNING.

CONTAINING 745 SQUARE FEET (0.017 ACRES), MORE OR LESS.

EXHIBIT B

[Page 3 of 3]

CROWN 15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF A TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 7.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 02°12'18" EAST FOR 7.50 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 7.5 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG SAID PARALLEL LINE FOR 12.97 FEET; THENCE SOUTH 02°07'04" EAST FOR 130.46 FEET; THENCE NORTH 88°32'42" EAST FOR 47.67 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE (55 FEET WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,978 SQUARE FEET, (0.068 ACRES), MORE OR LESS.

CROWN 3 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF A TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 17.08 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 62°37'18" EAST FOR 30.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE (55 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 90 SQUARE FEET, (0.002 ACRES), MORE OR LESS.

Prepared out of State
Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Tax Folio #: 04-3117-000-0060

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE ("Amended Memorandum") is made effective this ____ day of _____, 2018, by and between CITY OF HIALEAH, a Florida municipal corporation ("Landlord"), with a mailing address of 501 Palm Avenue, Hialeah, Florida 33010, 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, Landlord and Omnipoint Holdings, Inc., a Delaware corporation ("Omnipoint"), entered into a Ground Lease dated June 20, 2003 (as amended and assigned, the "Lease"), whereby Landlord leased to Omnipoint a portion of land being described as a 400 square feet portion of that property (said leased portion being the "Land", together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease being the "Site") located at 651 E. 4th Avenue (Tax Folio #04-3117-000-0060), Hialeah, Miami-Dade County, State of Florida, and being further described in Book 1276, Page 104 in the Clerk's Office for the Miami-Dade County Courts; and

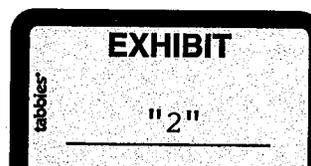
WHEREAS, Tenant is successor in interest in the Lease to Omnipoint; and

WHEREAS, the term of the Lease commenced on August 20, 2003, and has an original term, including all Renewal Terms (as defined in the Lease), that will expire on August 19, 2028; and

WHEREAS, Landlord and Tenant now desire to amend the Lease to increase the size of the Land, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a First Amendment to Ground Lease of even date herewith ("First Amendment") and pursuant to the terms of, and for that

Site Name: Babcock Park
BU: 822487
PPAB 4197463v4



consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord hereby leases to Tenant an additional 200 square feet of real property, as same is shown as the "Crown Additional Ground Space 'A'" on Exhibit A attached to the First Amendment and attached hereto and incorporated herein by reference, and described as the "Crown Additional Ground Space 'A'" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto and incorporated herein by reference ("Additional Land"). The Additional Land shall increase the size of the Land leased by Landlord to Tenant to approximately 745 square feet, as same is cumulatively described as the "Crown New Overall Parcel" on Exhibit A attached to the First Amendment and attached hereto, and described as the "Crown New Overall Tower Parcel" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto, and the Lease is amended to reflect such increase in the size of the Land. The "Land" shall be deemed to also include the Additional Land unless stated to the contrary. Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace any and all descriptions of the Land and correct any previous encroachments that may have existed.

2. The description and location of those easements and rights of way for access and utilities granted in the Lease are amended to reflect both (i) the "Crown 15 Foot Wide Non-Exclusive Ingress and Egress Easement" shown on Exhibit A attached to the First Amendment and attached hereto and described as the "Crown 15 Foot Wide Non-Exclusive Ingress and Egress Easement" by metes and bounds in Exhibit B attached to the First Amendment and attached hereto for ingress and egress by Tenant and Tenant's subtenants, licensees, employees, agents, representatives, and contractors, twenty-four hours a day, seven days a week, on foot or motor vehicle, including trucks, and (ii) the "Crown 3 Foot Wide Non-Exclusive Utility Easement" shown on Exhibit A attached to the First Amendment and attached hereto and described as the "Crown 3 Foot Wide Non-Exclusive Utility Easement" by metes and bounds in Exhibit B attached to the First Amendment and attached hereto to install, replace and maintain utility wires, poles, cables, conduits and pipes in, on and under said easement and right of way. Landlord does hereby grant said easements and rights of way to Tenant, its successors and assigns. Said easements and rights of way are appurtenant to the Land and shall run with the land. Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace any and all descriptions of the existing easements and rights of way for access and utilities in the Lease; provided, however, in the event the location(s) of any of Tenant's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Tenant's easement rights over such area(s) shall remain in full force and effect.

3. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Lease and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Lease remain in full force and effect. This Amended 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 Lease and its amendments are located at the office of the Tenant.

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

LANDLORD:

Witnesses:

City of Hialeah,
a Florida municipal corporation

Print Name: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing Memorandum of First Amendment to Ground Lease was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 2018, by _____ (Title), of the City of Hialeah, 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: _____

EXHIBIT A

[ATTACHED HERETO]

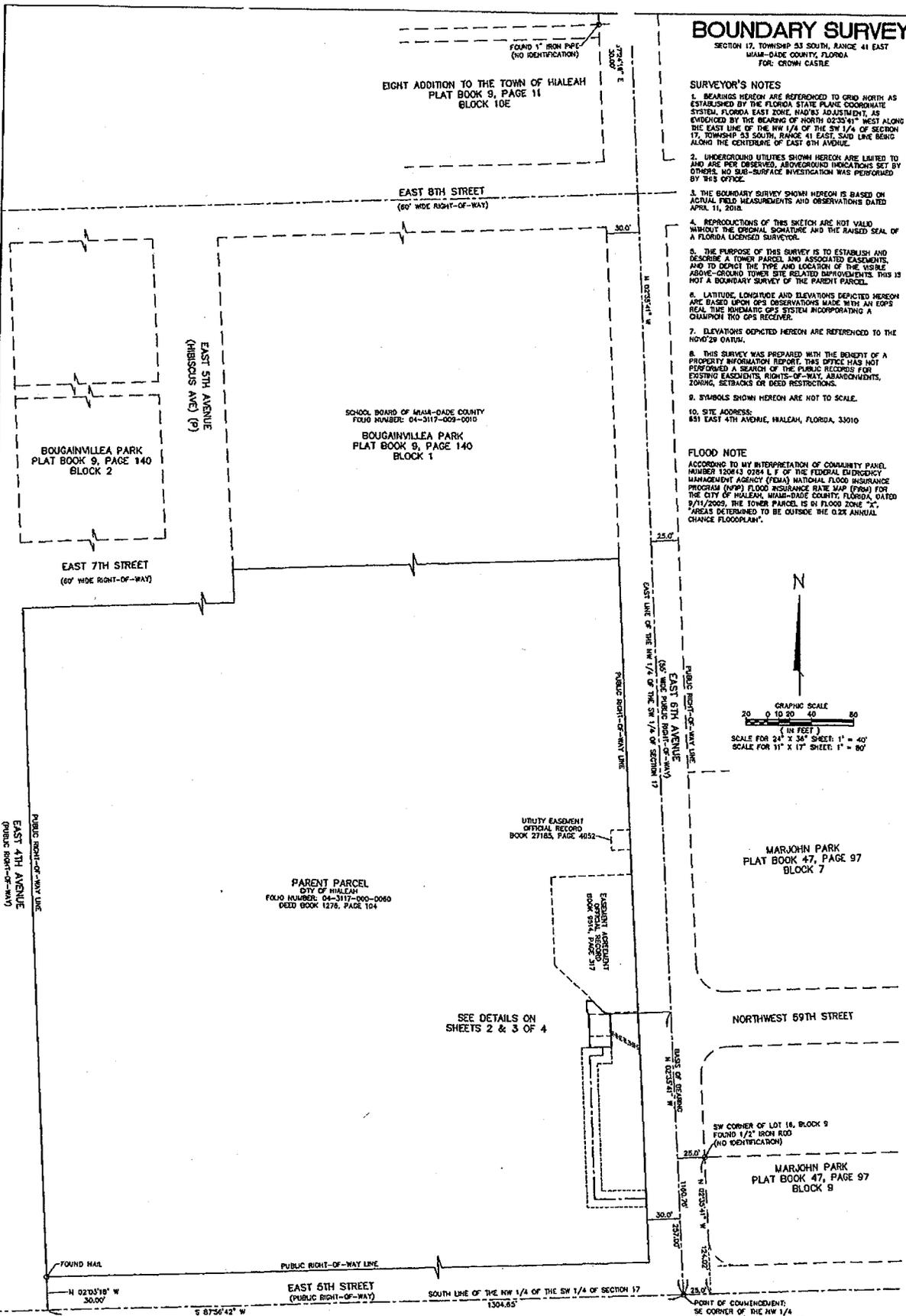
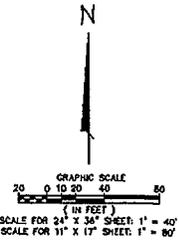
Site Name: Babcock Park
BU: 822487
PPAB 4197463v4

BOUNDARY SURVEY

SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA
FOR: CROWN CASTLE

- SURVEYOR'S NOTES**
1. BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD83 ADJUSTMENT, AS ENDORSED BY THE BEARING OF NORTH 02°34'11" WEST ALONG THE EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, SAID LINE BEING ALONG THE CENTERLINE OF EAST 6TH AVENUE.
 2. UNDERGROUND UTILITIES SHOWN HEREON ARE LISTED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS, NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
 3. THE BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED APRIL 11, 2018.
 4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
 5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS, AND TO DEPICT THE TYPE AND LOCATION OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
 6. LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN GPS REAL TIME KINEMATIC GPS SYSTEM INCORPORATING A CHARMON TWO GPS RECEIVER.
 7. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NGVD 83 DATUM.
 8. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ADJUNCTIONS, ZONING, SETBACKS OR DEED RESTRICTIONS.
 9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
 10. SITE ADDRESS:
851 EAST 4TH AVENUE, HIALEAH, FLORIDA, 33010

FLOOD NOTE
ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120413 0254 1 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA, DATED 8/11/2009, THE TOWER PARCEL IS IN FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



SEE DETAILS ON SHEETS 2 & 3 OF 4

SURVEYOR'S NOTE:
THE TOWER AND ALL OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS WITH THE EXCEPTION OF THE WESTERLY COMPOUND FENCE, ARE WITHIN THE CROWN NEW OVERALL TOWER PARCEL.

CERTIFIED TO:
CROWN CASTLE
STEWART TITLE GUARANTY COMPANY
GEOLINE SURVEYING, INC., LB 7082

David A. Short 10/20/2018
DAVID G. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

GEOLINE SURVEYING, INC. Professional Land Surveyors
13430 NW 19th Terrace, Suite 1
Hialeah, Florida 33015
(305) 818-0001 Fax (305) 812-9966
geoline@geoline.com

PROJECT	FLOOD ZONE	SHEET	1	AS SHOWN
DRAWN	FLOD ZONE	DATE	10/11/2018	
DATE	DAVE SHORT	PROJECT #	251-2017	
CROWN CASTLE SITE BUN #B22487				
BOUGAINVILLE PARK SITE MIAMI-DADE COUNTY, FLORIDA				
ADDRESS: 851 EAST 4TH AVENUE, HIALEAH, FLORIDA, 33010				
DRAWING	265-9887			SHEET 1 OF 4

BOUNDARY SURVEY

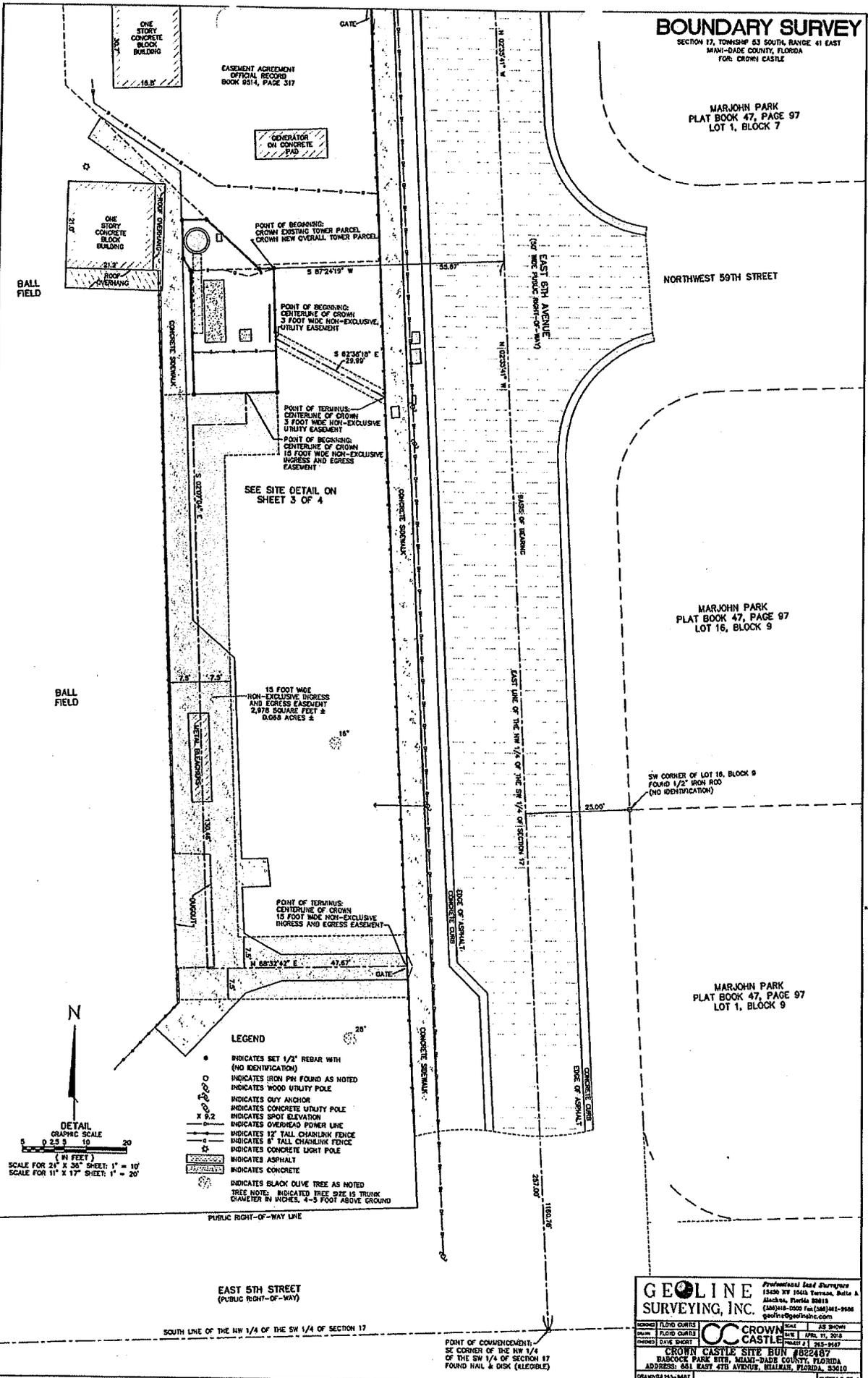
SECTION 12, TOWNSHIP 63 SOUTH, RANGE 41 EAST
MIAMI-DADE COUNTY, FLORIDA
FOR: CROWN CASTLE

MARJOHN PARK
PLAT BOOK 47, PAGE 97
LOT 1, BLOCK 7

NORTHWEST 59TH STREET

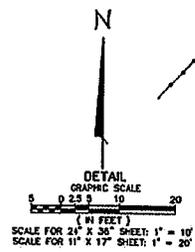
MARJOHN PARK
PLAT BOOK 47, PAGE 97
LOT 16, BLOCK 9

MARJOHN PARK
PLAT BOOK 47, PAGE 97
LOT 1, BLOCK 9



SEE SITE DETAIL ON SHEET 3 OF 4

- LEGEND**
- INDICATES SET 1/2" REBAR WITH (NO IDENTIFICATION)
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES WOOD UTILITY POLE
 - INDICATES CUIV ANCHOR
 - INDICATES CONCRETE UTILITY POLE
 - INDICATES SPOT ELEVATION
 - INDICATES OVERHEAD POWER LINE
 - INDICATES 12" TALL CHAINLINK FENCE
 - INDICATES 6" TALL CHAINLINK FENCE
 - INDICATES CONCRETE LIGHT POLE
 - INDICATES ASPHALT
 - INDICATES CONCRETE
 - INDICATES BLACK OLIVE TREE AS NOTED
- TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND



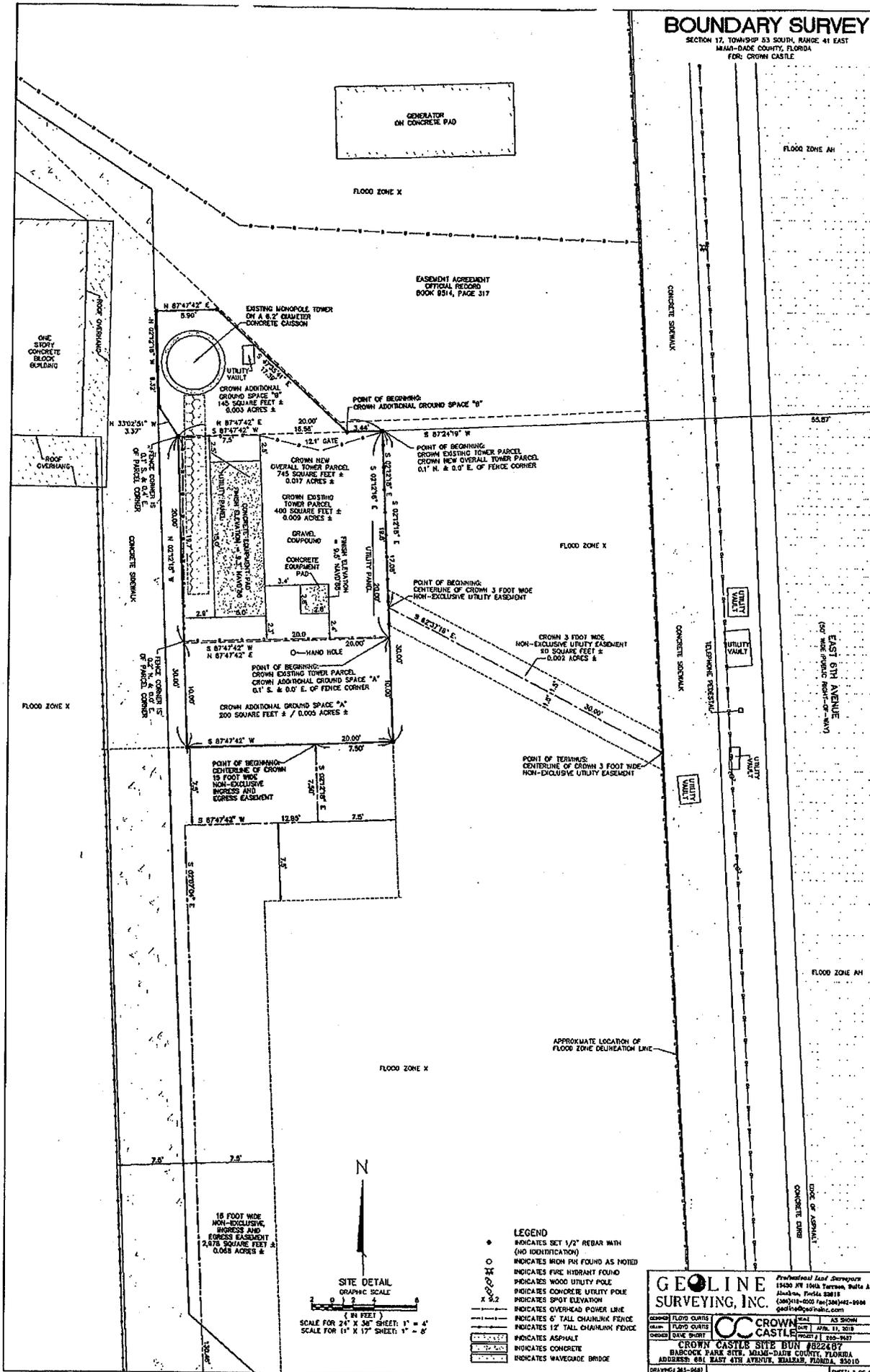
GEO LINE SURVEYING, INC.

Professional Land Surveyors
1500 NW 15th Terrace, Suite A
Alachua, Florida 32818
(352) 328-0000 Fax: (352) 328-9508
geo@geolineinc.com

PROJECT	FLOOD CURBS	SCALE	AS SHOWN
DATE	FLOOD CURBS	DATE	APRIL 11, 2018
PROJECT	DAVE STREET	PROJECT	21-232-2347
CROWN CASTLE SITE RUN #B22457		CROWN CASTLE	
BARCOCK PARK SITE, MIAMI-DADE COUNTY, FLORIDA			
ADDRESS: 541 EAST 4TH AVENUE, MIAMI, FLORIDA, 33110			
DRAWING# 232-2347		SHEET 2 OF 4	

BOUNDARY SURVEY

SECTION 17, TOWNSHIP 83 SOUTH, RANGE 41 EAST
 MIAMI-DADE COUNTY, FLORIDA
 FOR: CROWN CASTLE



- LEGEND**
- INDICATES SET 1/2" REBAR WITH (NO IDENTIFICATION)
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES FIRE HYDRANT FOUND
 - INDICATES WOOD UTILITY POLE
 - INDICATES CONCRETE UTILITY POLE
 - INDICATES SPOT ELEVATION
 - x 3.2 INDICATES OVERHEAD POWER LINE
 - INDICATES 6' TALL CHAINLINK FENCE
 - INDICATES 12' TALL CHAINLINK FENCE
 - INDICATES ASPHALT
 - INDICATES CONCRETE
 - INDICATES WAVEGRADE BRIDGE

GEOLINE SURVEYING, INC. *Professional Land Surveyors*
 19400 NE 19th Terrace, Suite A
 North Miami, Florida 33181
 (305) 911-4200 Fax (305) 911-4200
 geoline@geolineinc.com

DATE	11/20/11	AS SHOWN
BY	DAVE BURTT	DATE
PROJECT	CROWN CASTLE	PROJECT #
CLIENT	CROWN CASTLE	PHONE #

CROWN CASTLE SITE BUN #822487
 BAROQUE PARK SITE, MIAMI-DADE COUNTY, FLORIDA
 ADDRESS: 881 EAST 4TH AVENUE, SUITE 200, MIAMI, FL 33130

DRAWING: 343-0481 SHEET 2 OF 4

EXHIBIT B

[Page 1 of 3]

PARENT PARCEL
(DEED BOOK 1276, PAGE 104)

THE SOUTH 1/2 OF THE NW 1/4 OF THE SW 1/4 SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CROWN EXISTING TOWER PARCEL

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°12'18" EAST FOR 20.00 FEET; THENCE SOUTH 87°47'42" WEST FOR 20.00 FEET; THENCE NORTH 02°12'18" WEST FOR 20.00 FEET; THENCE NORTH 87°47'42" EAST FOR 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET, (0.009 ACRES), MORE OR LESS.

CROWN ADDITIONAL GROUND SPACE "A"

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF AN 20 FOOT BY 20 FOOT TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°12'18" EAST ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG SAID PARALLEL LINE FOR 20.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID TOWER PARCEL; THENCE NORTH 02°12'18" WEST ALONG SAID SOUTHERLY EXTENSION OF SAID WESTERLY LINE FOR 10.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE NORTH 87°47'42" EAST ALONG SAID SOUTHERLY LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET, (0.005 ACRES), MORE OR LESS.

EXHIBIT B

[Page 2 of 3]

CROWN NEW OVERALL TOWER PARCEL

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 745 SQUARE FEET (0.017 ACRES), MORE OR LESS.

EXHIBIT B

[Page 3 of 3]

CROWN 15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF A TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 7.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 02°12'18" EAST FOR 7.50 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 7.5 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 87°47'42" WEST ALONG SAID PARALLEL LINE FOR 12.97 FEET; THENCE SOUTH 02°07'04" EAST FOR 130.46 FEET; THENCE NORTH 88°32'42" EAST FOR 47.67 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE (55 FEET WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 2,978 SQUARE FEET, (0.068 ACRES), MORE OR LESS.

CROWN 3 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02°35'41" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR 257.00 FEET; THENCE SOUTH 87°24'19" WEST FOR 55.87 FEET TO THE NORTHEASTERLY CORNER OF A TOWER PARCEL; THENCE SOUTH 02°12'18" EAST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 17.08 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 62°37'18" EAST FOR 30.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE (55 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 90 SQUARE FEET, (0.002 ACRES), MORE OR LESS.