

**ORDINANCE NO. 2018-147**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING THE FIRST AMENDMENT AND MEMORANDUM OF AGREEMENT WITH CCTM2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, COPIES OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBITS "1" AND "2" TO THE ORIGINAL GROUND LEASE, THAT COMMENCED ON MAY 1, 2007 CONSISTING OF APPROXIMATELY 400 SQUARE FEET FOR A BASE ANNUAL RENT OF \$59,861.90 AND ANNUAL INCREASE OF 5% EACH YEAR; TO ADD AN ADDITIONAL 240 SQUARE FEET FOR AN ADDITIONAL MONTHLY RENT OF \$360 AT \$1.50 A SQUARE FOOT TO SITE A GENERATOR TO POWER THE ANTENNAS OWNED BY T-MOBILE IN THE EVENT OF A POWER OUTAGE LOCATED AT O'QUINN PARK, 6051 WEST 2 AVENUE, HIALEAH, FLORIDA; 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 T-Mobile South LLC ("T-Mobile") entered into a ground lease dated March 2, 2007 to construct and operate a communications tower, together with utility and/or maintenance rights, located at O'Quinn Park, 6051 West 2 Avenue, Hialeah, Florida; and

**WHEREAS**, CCTM2, LLC, acquired the tower from T-Mobile, and operates it;  
and

**WHEREAS**, pursuant to Hialeah Ordinance No. 2018-115, the parties are in the second renewal (erroneously identified as a third renewal in the ordinance title) of the ground lease; and

**WHEREAS**, the base annual rent is \$59, 861.90; and

**WHEREAS**, the City of Hialeah and CCTM2, LLC desire to amend the Lease to add an additional 240 square feet to site a generator to power T-Mobile antennas in the event of a power outage.

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 first amendment of the ground lease with CCTM2 LLC, a Delaware limited liability company, to lease an additional 240 square feet to site a generator for an additional \$360.00 monthly at \$1.50 a square foot at the site located at O'Quinn Park, 6051 West 2 Avenue, Hialeah, Florida, to power the T-Mobile antennas in the event of a power outage, with all other terms of the original ground lease remaining the same, that began on April 30, 2017 and including renewals ends on April 30, 2022, for a base annual rent of \$59, 861.90, with an annual increase of 5% each year.

**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.

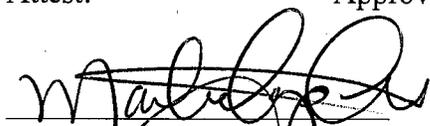
PASSED and ADOPTED this 11 day of December, 2018.

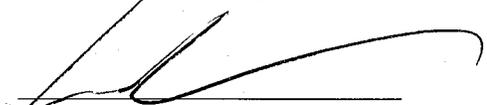
THE FOREGOING ORDINANCE  
OF THE CITY OF HIALEAH WAS  
PUBLISHED IN ACCORDANCE  
WITH THE PROVISIONS OF  
FLORIDA STATUTE 166.041  
PRIOR TO FINAL READING.

  
Vivian Casals-Muñoz  
Council President

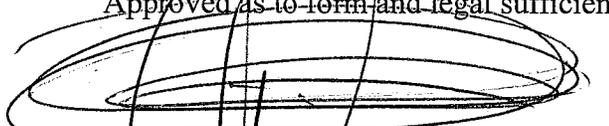
Attest:

Approved on this 3 day of January, 2018. 

  
Marbelys Fatjo, City Clerk

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena Bravo, City Attorney

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

FIRST AMENDMENT TO GROUND LEASE  
(BU 826340)

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 CCTM2 LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and T-Mobile South LLC, a Delaware limited liability company ("T-Mobile"), entered into a Ground Lease dated March 2, 2007 (as assigned, the "Lease"), whereby Landlord leased to T-Mobile a portion of land being described as a 20 feet by 20 feet (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 6051 W. 2nd Avenue (Tax Parcel #04-2131-005-0020), Hialeah, Miami-Dade County, State of Florida, and being further described in Book 4248, Page 1 in the Clerk's Office for the Miami-Dade County Courts; and

WHEREAS, Tenant is successor in interest in the Lease to T-Mobile; and

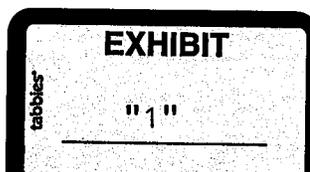
WHEREAS, the term of the Lease commenced on May 1, 2007, and has an original term, including all Renewal Terms (as defined in the Lease), that will expire on April 30, 2022; and

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 240 square feet of real property, as same is shown as the "Crown Additional Ground Space" on Exhibit A attached hereto and incorporated herein by reference, and described as the "Crown Additional Ground Space" 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 640 square feet, comprised of the areas shown as the "Crown Tower Parcel" combined with the "Crown Additional Ground Space" on Exhibit A attached hereto, and described as the "Crown Tower Parcel" combined with the "Crown Additional Ground Space" 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.
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 10 Feet Wide Non-

Site Name: O Quinn Park  
BU: 826340  
PPAB 4494887v2



Exclusive Ingress, Egress and Utility Easement" shown on Exhibit A attached hereto and described as the "Crown 10 Feet Wide Non-Exclusive Ingress, Egress and Utility 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, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes in, on and under said easement and right of way, and (ii) the "Crown Non-Exclusive Utility Easement" shown on Exhibit A attached hereto and described as the "Crown 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 Sixty Dollars (\$360.00) 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.(1) of the Lease, Landlord hereby consents to: (i) the addition of a 12 feet by 30 feet leased area; (ii) the construction of a 6 feet by 10 feet concrete pad on the Additional Land and the installation of SCN cabinets thereon; and (iii) the construction of a 5 feet by 10 feet concrete pad on the Additional Land and the installation of an 80 kilowatt generator and a 350 gallon diesel tank thereon, together with any ancillary and supporting equipment related to or necessary for such construction, installation and use of (i) and (iii). Landlord hereby acknowledges that Tenant has complied with all requirements set forth in Section 7 of the Lease for such modifications to the Site.

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

If to Tenant, to: CCTM2 LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

7. As additional consideration for amending the Lease in accordance with this First Amendment and in satisfaction of the application fee related to the amendments herein, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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. Ben  
Print Name: Michael Ben

TENANT:

CCTM2 LLC,  
a Delaware limited liability company

By: [Signature] (SEAL)  
Print Name: Matthew Norwood  
Title: Senior Transaction Manager

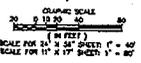
EXHIBIT A

[ATTACHED HERETO]

Site Name: O Quinn Park  
BU: 826340  
PPAB 4494887v2

**BOUNDARY SURVEY**  
SECTION 11, TOWNSHIP 33 SOUTH, RANGE 41 EAST,  
HIGHLAND COUNTY, FLORIDA  
FOR: CROWN CASTLE

N



- SURVEYOR'S NOTES**
1. BEARINGS AND DISTANCES ARE REFERENCED TO THE ASSUMED BEARING OF NORTH BEING TRUE ALONG THE SOUTH LINE OF THE PARENT PARCEL.
  2. UNRECORDED UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE FOR GENERAL INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY PURPOSES WITHOUT A SEPARATE SURFACE INVESTIGATION AND INVESTIGATION DATED FEBRUARY 14, 2018.
  3. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE ORIGINAL SURVEY AND DEPICTION SHEET SHOWS HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED FEBRUARY 14, 2018.
  4. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SURVEY AND THE SURVEYOR'S SEAL OF A FLORIDA LICENSED SURVEYOR.
  5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND RECORD A BOUNDARY SURVEY, SHOW ADDITIONAL PROPERTY, AND DEFINE THE BOUNDARIES OF THE PROPERTY AND TO DEFINE THE TYPE AND LOCATION OF THE UNRECORDED UTILITIES SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY FOR THE PARENT PARCEL.
  6. ELEVATIONS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN GPS REAL TIME KINEMATIC GPS SYSTEM (RTK) USING A CHAMPION GPS GPS RECEIVER.
  7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NAVD83 DATUM.
  8. THIS SURVEY WAS PREPARED WITH THE ASSISTANCE OF A COMPARISON OF THE PUBLIC RECORDS AND OTHER DATA NOT REFERENCED TO A RECORD OF THE PUBLIC RECORDS FOR EXISTING ELEVATIONS, NORTH-SOUTH, ANGLE, DISTANCE, BEARINGS OR BEARINGS.
  9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. SITE ADDRESS:  
8025 WEST 82ND AVENUE, HALEAND, FLORIDA, 32017

**FLOOD NOTE**  
ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 17008-018-01 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF HIGHLAND COUNTY, HIGHLAND COUNTY, FLORIDA, DATED 8/11/2004, THE SUBJECT PROPERTY IS IN FLOOD ZONE V-2. SPECIAL FLOOD HAZARD AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS REFERENCED:

NOTE: THE BASE FLOOD ELEVATION DERIVED ON THE COMMUNITY PANEL FOR THE LOCATION OF THE SUBJECT PROPERTY, IS 8 FEET MGD+75.

CONFERRED TO:  
CROWN CASTLE  
PROPERTY NATIONAL TITLE INSURANCE COMPANY  
GEO. MC SURVEYING, INC. IS 7095  
*David J. Scott*  
DAVID J. SCOTT  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE OF REGISTRATION NO. 6027

**GEO LINE SURVEYING, INC.**  
Professional Land Surveyors  
18001 N. US HWY 90, Suite 100  
Mesa, Florida 32940  
Phone: (407) 298-1111  
Fax: (407) 298-1112  
www.geolineinc.com

**CROWN CASTLE**  
CROWN CASTLE BAYS BUN (BLOCK 10)  
8 5700' PARK DRIVE, HIGHLAND COUNTY, FLORIDA  
BLOCK 10, LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 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1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 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2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034





EXHIBIT B

[Page 1 of 4]

PARENT PARCEL

SUB E 1/2 OF THE NW 1/4 LYG W OF ROCK RD PB 9-32 1/2 W 504 FT OF TRACT 14 & N 498 FT OF E 110 FT OF TRACTS 13 & 20 IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST.

CROWN TOWER PARCEL

THAT PART OF TRACT 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°57'10" E FOR 20.50 FEET; THENCE SOUTH 89°09'09" WEST FOR 19.90 FEET; THENCE NORTH 00°09'27" EAST FOR 20.15 FEET; THENCE NORTH 88°06'14" EAST FOR 19.51 FEET; TO SAID POINT OF BEGINNING.

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

EXHIBIT B

[Page 2 of 4]

CROWN ADDITIONAL GROUND SPACE

THAT PART OF TRACT 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 20.50 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°57'10" E ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE FOR 11.99 FEET; THENCE SOUTH 89°09'09" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TOWER PARCEL FOR 20.13 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 00°09'27" EAST ALONG SAID SOUTHERLY EXTENSION FOR 11.99 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89°09'09" EAST ALONG SAID SOUTH LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO SAID POINT OF BEGINNING.

CONTAINING 240 SQUARE FEET (0.006 ACRES), MORE OR LESS.

EXHIBIT B  
[Page 3 of 4]

CROWN 10 FEET WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

THAT PART OF TRACTS 13 AND 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 20.50 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE NORTHEAST CORNER OF AN 240 SQUARE FEET ADDITIONAL GROUND SPACE; THENCE CONTINUE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID ADDITIONAL GROUND SPACE FOR 6.99 FEET TO A POINT THAT IS 5.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID ADDITIONAL GROUND SPACE AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FEET WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 89°02'50" EAST FOR 5.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET EASTERLY OF SAID EAST LINES; THENCE NORTH 00°57'10" WEST ALONG SAID PARALLEL LINE FOR 44.15 FEET; THENCE SOUTH 89°02'50" WEST FOR 28.60 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF WEST 2ND AVENUE (60 FEET WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 778 SQUARE FEET (0.018 ACRES), MORE OR LESS.

EXHIBIT B

[Page 4 of 4]

CROWN NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF TRACTS 13 AND 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 88°06'14" WEST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 19.51 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 00°09'27" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 20.15 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL AND THE NORTHWEST CORNER OF AN 240 SQUARE FEET ADDITIONAL GROUND SPACE; THENCE CONTINUE SOUTH 00°09'27" WEST ALONG THE WEST LINE OF SAID ADDITIONAL GROUND SPACE FOR 11.99 FEET TO THE SOUTHWEST CORNER OF SAID ADDITIONAL GROUND SPACE; THENCE SOUTH 89°09'09" WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID ADDITIONAL GROUND SPACE FOR 4.23 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WEST 2ND AVENUE (60 FEET WIDE RIGHT-OF-WAY); THENCE NORTH 00°04'01" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 36.00 FEET; THENCE SOUTH 48°54'42" EAST FOR 5.78 FEET TO SAID NORTHWEST CORNER OF SAID TOWER PARCEL AND SAID POINT OF BEGINNING.

CONTAINING 146 SQUARE FEET (0.003 ACRES), MORE OR LESS.

Site Name: O Quinn Park  
BU: 826340  
PPAB 4494887v2

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

Tax Map #: 04-2131-005-0020

#### 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 CCTM2 LLC, a Delaware limited liability company ("Tenant"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Landlord and T-Mobile South LLC, a Delaware limited liability company ("T-Mobile"), entered into a Ground Lease dated March 2, 2007 (as assigned, the "Lease"), whereby Landlord leased to T-Mobile a portion of land being described as a 20 feet by 20 feet (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 6051 W. 2nd Avenue (Tax Parcel #04-2131-005-0020), Hialeah, Miami-Dade County, State of Florida, and being further described in Book 4248, Page 1 in the Clerk's Office for the Miami-Dade County Courts; and

WHEREAS, Tenant is successor in interest in the Lease to T-Mobile; and

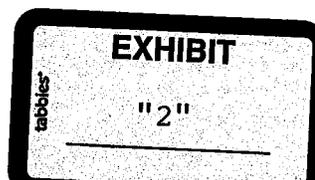
WHEREAS, the term of the Lease commenced on May 1, 2007, and has an original term, including all Renewal Terms (as defined in the Lease), that will expire on April 30, 2022; and

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: O Quinn Park  
BU: 826340  
PPAB 4494887v2

- 1 -



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 240 square feet of real property, as same is shown as the "Crown Additional Ground Space" on Exhibit A attached to the First Amendment and attached hereto and incorporated herein by reference, and described as the "Crown Additional Ground Space" by metes and bounds on Exhibit B attached to the First Amendment and 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 640 square feet, comprised of the areas shown as the "Crown Tower Parcel" combined with the "Crown Additional Ground Space" on Exhibit A attached to the First Amendment and attached hereto, and described as the "Crown Tower Parcel" combined with the "Crown Additional Ground Space" 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 10 Foot Wide Non-Exclusive Ingress, Egress and Utility Easement" shown on Exhibit A attached to the First Amendment and attached hereto and described as the "Crown 10 Foot Wide Non-Exclusive Ingress, Egress and Utility 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, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes in, on and under said easement and right of way, and (ii) the "Crown Non-Exclusive Utility Easement" shown on Exhibit A attached to the First Amendment and attached hereto and described as the "Crown 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

City of Hialeah,  
a Florida municipal corporation

Witnesses:

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

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

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

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

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

ATTEST:

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

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

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

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

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

SS:

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: \_\_\_\_\_

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.

TENANT:

Witnesses:

Elvyn Gee  
Print Name: Elvyn Gee

Nicole Benton  
Print Name: Nicole Benton

CCTM2 LLC,  
a Delaware limited liability company

By: [Signature] (SEAL)

Print Name: Matthew Norwood  
Title: Senior Transaction Manager

STATE OF Texas )  
COUNTY OF Harris ) SS:

The foregoing Memorandum of First Amendment to Ground Lease was signed, sealed, delivered, and acknowledged before me this 1 day of November, 2018, by Matthew Norwood Sr. Transaction Manager (Title), of CCTM2 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)

[Signature]  
Notary Public  
Print Name: Veronica Lawrence

My Commission Expires: 4/26/21

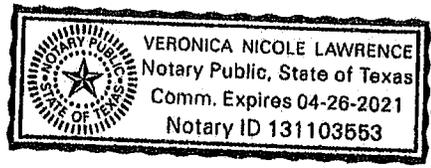


EXHIBIT A

[ATTACHED HERETO]

Site Name: O Quinn Park  
BU: 826340  
PPAB 4494887v2

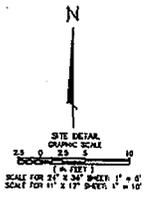


**BOUNDARY SURVEY**  
 SECTION 21, TOWNSHIP 21 SOUTH, RANGE 41 EAST,  
 HAMILTON COUNTY, FLORIDA  
 FOR: CROWN CASTLE

PLAT BOOK 9, PAGE 122  
 TRACT 13

PLAT BOOK 9, PAGE 122  
 TRACT 20  
 TOWNSHIP 21 SOUTH, RANGE 41 EAST

- LEGEND**
- INDICATES IRON PIN FOUND AS NOTED
  - INDICATES CONCRETE FOOT / WOLLEND
  - ⊕ INDICATES WOOD UTILITY POLE
  - INDICATES OVERHEAD POWER LINE
  - |— INDICATES 7" TALL CHALKLINE FENCE
  - (P)— INDICATES INFORMATION FOR RECORDED PLAT
  - ▭ INDICATES CONCRETE



**GEOLINE SURVEYING, INC.**  
 Professional Land Surveyors  
 2400 W. 10th Avenue, Suite 1  
 Panama, Florida 32131  
 (904) 366-1111  
 www.geoline-surveying.com

**CROWN CASTLE**  
 43 SOUTH  
 TOWNSHIP 21 SOUTH, RANGE 41 EAST  
 HAMILTON COUNTY, FLORIDA

**CROWN CASTLE SITE BURN #222210**  
 8 WEEK VASE SITE - HAMILTON COUNTY, FLORIDA  
 ADDRESS 2441 WEST 20th AVENUE, WILMINGTON, DELAWARE, 19806

DATE: 11/11/11

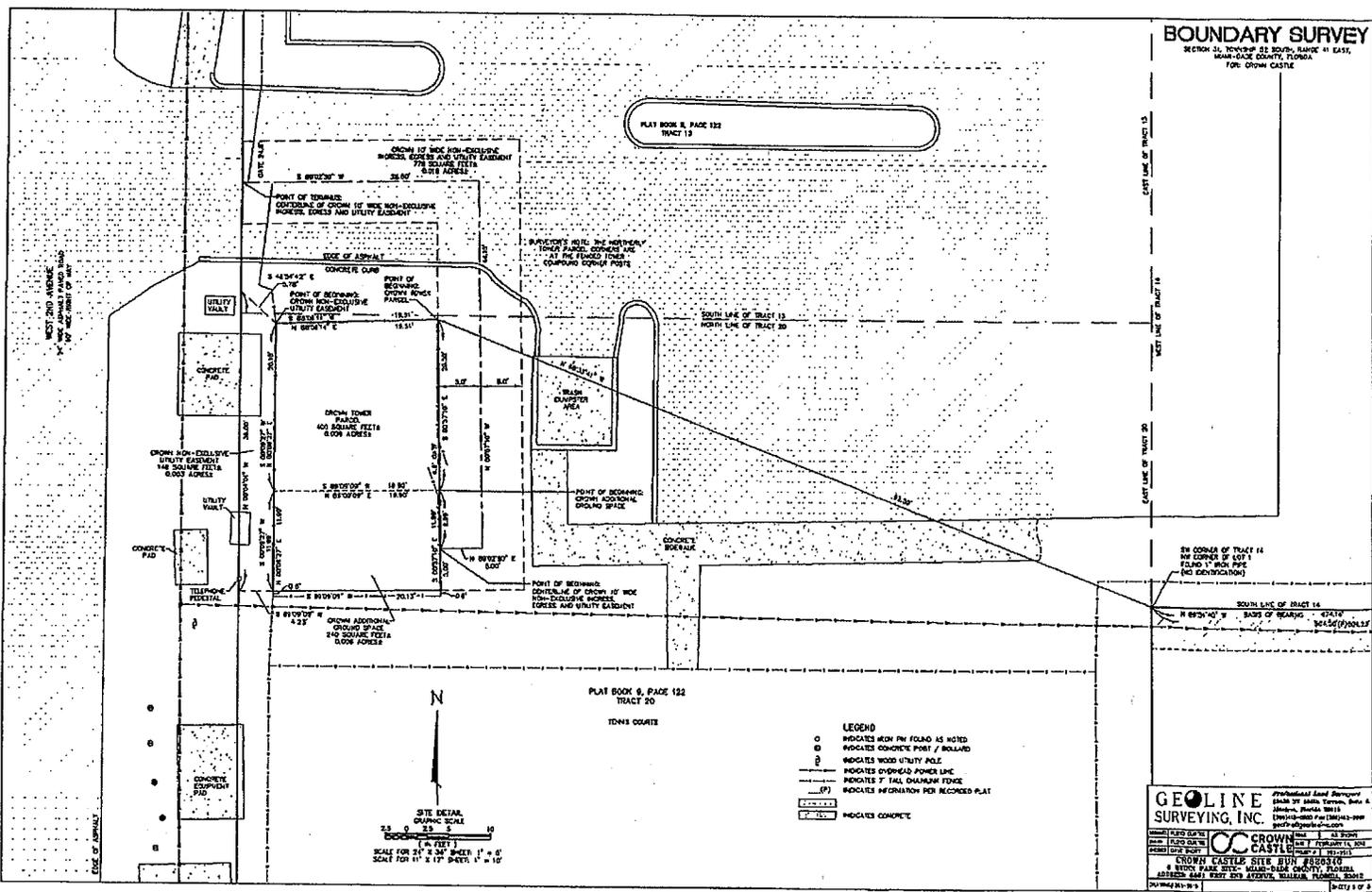




EXHIBIT B

[Page 1 of 4]

PARENT PARCEL

SUB E 1/2 OF THE NW 1/4 LYG W OF ROCK RD PB 9-32 1/2 W 504 FT OF TRACT 14 & N 498 FT OF E 110 FT OF TRACTS 13 & 20 IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST.

CROWN TOWER PARCEL

THAT PART OF TRACT 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°57'10" E FOR 20.50 FEET; THENCE SOUTH 89°09'09" WEST FOR 19.90 FEET; THENCE NORTH 00°09'27" EAST FOR 20.15 FEET; THENCE NORTH 88°06'14" EAST FOR 19.51 FEET; TO SAID POINT OF BEGINNING.

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

EXHIBIT B

[Page 2 of 4]

CROWN ADDITIONAL GROUND SPACE

THAT PART OF TRACT 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 20.50 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°57'10" E ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE FOR 11.99 FEET; THENCE SOUTH 89°09'09" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TOWER PARCEL FOR 20.13 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 00°09'27" EAST ALONG SAID SOUTHERLY EXTENSION FOR 11.99 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89°09'09" EAST ALONG SAID SOUTH LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO SAID POINT OF BEGINNING.

CONTAINING 240 SQUARE FEET (0.006 ACRES), MORE OR LESS.

EXHIBIT B

[Page 3 of 4]

CROWN 10 FEET WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

THAT PART OF TRACTS 13 AND 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 20.50 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE NORTHEAST CORNER OF AN 240 SQUARE FEET ADDITIONAL GROUND SPACE; THENCE CONTINUE SOUTH 00°57'10" EAST ALONG THE EAST LINE OF SAID ADDITIONAL GROUND SPACE FOR 6.99 FEET TO A POINT THAT IS 5.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID ADDITIONAL GROUND SPACE AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FEET WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 89°02'50" EAST FOR 5.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET EASTERLY OF SAID EAST LINES; THENCE NORTH 00°57'10" WEST ALONG SAID PARALLEL LINE FOR 44.15 FEET; THENCE SOUTH 89°02'50" WEST FOR 28.60 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF WEST 2ND AVENUE (60 FEET WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 778 SQUARE FEET (0.018 ACRES), MORE OR LESS.

EXHIBIT B

[Page 4 of 4]

CROWN NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF TRACTS 13 AND 20, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 122 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 504 FEET OF TRACT 14, SUBDIVISION IN SECTION 31, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32 1/2 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 89°51'40" WEST ALONG THE SOUTH LINE OF SAID TRACT 14 FOR 30.09 FEET TO THE NORTHEAST CORNER OF BLOCK 15, FIRST ADDITION TO PALM SPRINGS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 50 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 89°51'40" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID BLOCK 15 FOR 474.14 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 15 AND THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE NORTH 68°33'41" WEST FOR 92.59 FEET TO THE NORTHEAST CORNER OF AN 400 SQUARE FEET TOWER PARCEL; THENCE SOUTH 88°06'14" WEST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 19.51 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH 00°09'27" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 20.15 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL AND THE NORTHWEST CORNER OF AN 240 SQUARE FEET ADDITIONAL GROUND SPACE; THENCE CONTINUE SOUTH 00°09'27" WEST ALONG THE WEST LINE OF SAID ADDITIONAL GROUND SPACE FOR 11.99 FEET TO THE SOUTHWEST CORNER OF SAID ADDITIONAL GROUND SPACE; THENCE SOUTH 89°09'09" WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID ADDITIONAL GROUND SPACE FOR 4.23 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WEST 2ND AVENUE (60 FEET WIDE RIGHT-OF-WAY); THENCE NORTH 00°04'01" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 36.00 FEET; THENCE SOUTH 48°54'42" EAST FOR 5.78 FEET TO SAID NORTHWEST CORNER OF SAID TOWER PARCEL AND SAID POINT OF BEGINNING.

CONTAINING 146 SQUARE FEET (0.003 ACRES), MORE OR LESS.