

THE FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **City of North Lauderdale**, a Florida municipal corporation (“**Landlord**”) and **Cellco Partnership d/b/a Verizon Wireless** (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated May 7, 1996 (“**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated June 2, 2008 (“**First Amendment**”), as amended by that certain Second Amendment to Lease Agreement between the City of North Lauderdale and PCS dated March 29, 2019 (“**Second Amendment**”), as amended by that certain Third Amendment to Lease Agreement Between the City of North Lauderdale and PCS dated June 2, 2023 (“**Third Amendment**”) (as the same may have been amended, collectively, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company (“**American Tower**”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)** (such one-time payment, the “**Pre-Paid Rental Amount**”), payable within ninety (90) days of the last to occur of the following: (a) Tenant’s receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before June 30, 2026; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Pre-Paid Rental Amount due hereunder has been paid (such date payment is made,

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the "**Closing**"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Pre-Paid Rental Amount, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, the Pre-Paid Rental Amount shall be paid to **City of North Lauderdale FL**. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.

2. **Lease Term Extended**. In consideration for payment of the Pre-paid Rental Amount, the current term of the Lease is hereby extended to that date which is seventy five (75) years after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon thirty (30) days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Pre-Paid Rental Amount, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Pre-Paid Rental Amount pursuant to the foregoing, then Landlord shall remit such portion to Tenant within thirty (30) days of Tenant's written demand therefor.
3. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or installing identifying signs, including those required by any governmental authority. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord further grants to Tenant a limited power of attorney for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Leased Premises. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification,

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maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term and within ninety (90) days after the expiration or termination hereof. Landlord hereby acknowledges and agrees that Tenant shall have the right to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Landlord's Use of Leased Premises.** The Parties hereby acknowledge and agree that Sections 2.05 and 2.11 of the Original Lease are hereby deleted in their entirety and are of no further force and effect. Tenant hereby grants to Landlord a non-exclusive license to install, maintain, and operate radio equipment on the communications tower within the Leased Premises (the "**Tower**") for Landlord's public safety equipment. Landlord shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to Landlord's equipment on the Tower other than those which are approved in writing by Tenant, nor shall Landlord alter the frequencies or operation of the approved equipment without Tenant's prior written consent. Landlord shall submit an application (the "**Equipment Application**") to Tenant, utilizing Tenant's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Tenant's review and written approval (such written approval, or notice to proceed, the "**NTP**"). Landlord shall not construct, install, or alter the approved equipment until Tenant issues to Landlord an NTP. Landlord shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Leased Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs, or other expenses directly attributable to Landlord's use of the Tower. Notwithstanding anything to the contrary in the Lease or this Amendment, Landlord shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Landlord's equipment. Tenant's permission shall not unreasonably be withheld. Landlord further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a "**Tower User**"). In the event that any modification or change in the Landlord's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Tenant or the affected Tower User shall notify the Landlord in writing of such interference and if the Landlord is unable to either eliminate or reduce the interference to a level acceptable to the affected Tower User within a period of thirty (30) days after such written notice, Landlord agrees to cease all interfering operations from the Tower. Tenant agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Tenant agrees to preclude other Tower Users from interfering with the operation of the Landlord's approved equipment, as such approved equipment exists at the time Tenant enters into an agreement with another Tower User. Landlord shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state, and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Landlord and Tenant agree that Landlord shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Landlord's equipment on the Tower; Tenant covenants and agrees that it will provide notice to Landlord prior to undertaking any such analysis, thereby allowing Landlord an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Landlord's equipment, Landlord and Tenant agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Landlord's equipment shall be made to the Tower at the sole cost of Landlord, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Landlord or its successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Leased Premises or on the Tower. Landlord shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment.

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5. **Landlord Statements; Title to Parent Parcel.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
6. **NDA.** If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in connection with such risk assessment.
7. **Notices.** The Parties acknowledge and agree that Section 16 of the Original Lease, Section 2 of the First Amendment, and Section 7 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Finance Dir., 701 SW 71ST AVE, North Lauderdale, FL 33068-2395; to Tenant at: Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same

instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** The Parties acknowledge and agree that Section 12 of the Original Lease and Section 9 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Insurance.** The Parties hereby acknowledge and agree that Section 9 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. Tenant shall at all times during the Term and at Tenant's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Leased Premises and include Landlord as an additional insured. The insurance specified herein shall provide that Landlord will receive not less than thirty (30) days written notice from the insurer prior to any cancellation of, or material change in, coverage.
11. **Deletions.** The Parties acknowledge and agree that Section 7.06 of the Original Lease and Section 10 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day and year set forth below.

LANDLORD

City of North Lauderdale

a Florida municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

City of North Lauderdale

a Florida municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

TRACT D OF KIMBERLY VILLAGE SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS:

COMMENCE AT THE S. W. CORNER OF LOT 5, BLOCK 1, KIMBERLY VILLAGE, SECTION ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF DUE WEST ALONG THE SOUTH LINE OF TRACT "D" OF SAID KIMBERLY VILLAGE SECTION ONE FOR 81 FEET; THENCE RUN DUE NORTH ALONG THE WESTERLY BOUNDARY OF SAID TRACT "D" FOR 14.94 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "D" BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 373.46 FEET A CENTRAL ANGLE OF 13° 09' 55" FOR AN ARC DISTANCE OF 85.81 FEET; THENCE RUN DUE EAST FOR 71.18 FEET; THENCE RUN DUE SOUTH ALONG THE WEST LINE OF AFORESAID LOT 5, BLOCK 1 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID#: 49-41-01-06-2440

THIS BEING THE SAME PROPERTY CONVEYED TO CITY OF NORTH LAUDERDALE, A MUNICIPAL CORPORATION FROM OSIAS ORGANIZATION, INC., IN A DEED DATED AUGUST 28, 1969 AND RECORDED AUGUST 29, 1969, IN BOOK 4013 PAGE 186, BROWARD COUNTY, FLORIDA.

AFFECTED BY RESOLUTION NO. 69-8-1, DATED AUGUST 28, 1969 AND RECORDED AUGUST 29, 1969, IN BOOK 4013, PAGE 188, BROWARD COUNTY, FLORIDA

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 23.27 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 35 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 4.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 3.09 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 12.82 FEET; THENCE NORTH 04 DEGREES 25 MINUTES 02 SECONDS WEST, A DISTANCE OF 3.09 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 12.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,172 SQ.FT. OR 0.029 ACRES OF LAND MORE OR LESS.

Together with: A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT A (CONTINUED)
LEASED PREMISES (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 56 SECONDS WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING. CONTAINING 130 SQ.FT. OR 0.003 ACRES OF LAND MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 10' EASEMENT OUT OF A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 15.27 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 18.47 FEET; THENCE SOUTH 09 DEGREES 53 MINUTES 17 SECONDS WEST, A DISTANCE OF 47.99 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 66.46 FEET; THENCE NORTH 69 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 21.10 FEET; THENCE NORTH 23 DEGREES 52 MINUTES 59 MINUTES EAST, A DISTANCE OF 35.19 FEET; THENCE NORTH 44 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 86.92 FEET TO THE POINT OF TERMINATION.

CONTAINING 2,914 SQ.FT. OR 0.067 ACRES OF LAND MORE OR LESS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn.: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No.: 411210
ATC Site Name: N. Lauderdale FL
Assessor's Parcel No(s): 49-41-01-06-2440

Prior Recorded Lease Reference:

Instrument No.: 119032281
State of Florida
County of Broward

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of North Lauderdale**, a Florida municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated May 7, 1996 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Term.** Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Seventy Five (75)** years commencing on the Effective Date of that certain Fourth Amendment to Lease Agreement as that term is defined therein.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and,

ATC Site No.: 411210
VZW Site No.: 118406
Site Name: N. Lauderdale FL

thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Finance Dir., 701 SW 71ST AVE, North Lauderdale, FL 33068-2395; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of North Lauderdale,
a Florida municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

City of North Lauderdale,
a Florida municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of
(____) physical presence or (____) online notarization, _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

TRACT D OF KIMBERLY VILLAGE SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS:

COMMENCE AT THE S. W. CORNER OF LOT 5, BLOCK 1, KIMBERLY VILLAGE, SECTION ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF DUE WEST ALONG THE SOUTH LINE OF TRACT "D" OF SAID KIMBERLY VILLAGE SECTION ONE FOR 81 FEET; THENCE RUN DUE NORTH ALONG THE WESTERLY BOUNDARY OF SAID TRACT "D" FOR 14.94 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID TRACT "D" BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 373.46 FEET A CENTRAL ANGLE OF 13° 09' 55" FOR AN ARC DISTANCE OF 85.81 FEET; THENCE RUN DUE EAST FOR 71.18 FEET; THENCE RUN DUE SOUTH ALONG THE WEST LINE OF AFORESAID LOT 5, BLOCK 1 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL ID#: 49-41-01-06-2440

THIS BEING THE SAME PROPERTY CONVEYED TO CITY OF NORTH LAUDERDALE, A MUNICIPAL CORPORATION FROM OSIAS ORGANIZATION, INC., IN A DEED DATED AUGUST 28, 1969 AND RECORDED AUGUST 29, 1969, IN BOOK 4013 PAGE 186, BROWARD COUNTY, FLORIDA.

AFFECTED BY RESOLUTION NO. 69-8-1, DATED AUGUST 28, 1969 AND RECORDED AUGUST 29, 1969, IN BOOK 4013, PAGE 188, BROWARD COUNTY, FLORIDA

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 23.27 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 35 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 4.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 3.09 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 12.82 FEET; THENCE NORTH 04 DEGREES 25 MINUTES 02 SECONDS WEST, A DISTANCE OF 3.09 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 12.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,172 SQ.FT. OR 0.029 ACRES OF LAND MORE OR LESS.

Together with: A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT A (CONTINUED)
LEASED PREMISES (CONTINUED)

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 56 SECONDS WEST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING. CONTAINING 130 SQ.FT. OR 0.003 ACRES OF LAND MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 10' EASEMENT OUT OF A PORTION OF TRACT "D", "KIMBERLY VILLAGE SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF SAID "KIMBERLY VILLAGE SECTION ONE", THENCE SOUTH 89 DEGREES 36 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT "D" A DISTANCE OF 11.50 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.20 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 23.35 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.99 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS EAST, A DISTANCE OF 15.27 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 18.47 FEET; THENCE SOUTH 09 DEGREES 53 MINUTES 17 SECONDS WEST, A DISTANCE OF 47.99 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 66.46 FEET; THENCE NORTH 69 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 21.10 FEET; THENCE NORTH 23 DEGREES 52 MINUTES 59 MINUTES EAST, A DISTANCE OF 35.19 FEET; THENCE NORTH 44 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 86.92 FEET TO THE POINT OF TERMINATION.

CONTAINING 2,914 SQ.FT. OR 0.067 ACRES OF LAND MORE OR LESS.