

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”), dated as of this _____ day of _____, 2018 (the “**Effective Date**”), by and between **City of Pembroke Pines, Florida**, a municipal corporation of the state of Florida (the “**City**”), and **Vertical Bridge Development, LLC**, a Delaware limited liability company (the “**Tenant**”), recites and provides:

RECITALS

WHEREAS, the City is the fee owner of certain real property located in Broward County, Florida, as more particularly described on **Exhibit A** (the “**Property**”).

WHEREAS, Tenant, by way of assignment, is the tenant under that certain Lease Agreement between the City and New Cingular Wireless PCS, LLC (predecessor-in-interest to Tenant), dated as of July 10, 2014 (as previously assigned and as further amended herein, collectively, the “**Lease**”).

WHEREAS, the Lease commenced on December 2, 2015, for an initial term that expires on May 31, 2024, subject to Tenant’s right to renew for one (1) successive period of five (5) years.

WHEREAS, the City leases to Tenant a portion of the Property, as more particularly described on **Exhibit B** (the “**Leased Property**”).

WHEREAS, the City and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Defined Terms; Recitals.** Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. **Expansion of the Leased Property.** Tenant requires an additional Three Hundred and Ninety-Two square feet (392 sq. ft.) expansion of the Leased Property (“**Expansion Space**”), as depicted on **Exhibit C**, for a new Co-location subtenant. The City grants Tenant the use of the Expansion Space for the new Co-location subtenant and Tenant shall pay the City the Co-location payments required pursuant to Section 6.02.1 of the Lease. The City and Tenant agree that each and every reference in the Lease to “Leased Property” shall also include the “Expansion Space”.

3. **Exclusive Use.** In addition to any other use rights granted by the Lease, Tenant shall have the exclusive right to use and sublease the Leased Property for purposes of constructing, maintaining, and operating wireless communication infrastructure. The City shall not grant any

right to a third-party which would affect all or part of the Leased Property in any way that competes, interferes, or conflicts with this exclusive use by Tenant.

4. Tenant Mortgage. The City consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease and all of Tenant's personal property and fixtures attached to the Property, and furthermore consents to the exercise by Tenant's lender of its rights of foreclosure with respect to its lien and security interest. The City agrees to recognize Tenant's lender as Tenant hereunder upon any such exercise by lender of its rights of foreclosure.

5. Memorandum of Lease. Tenant shall be permitted to record a Memorandum of Lease, or Memorandum of Amendment of Lease, as applicable ("MOL"), in the form attached as **Exhibit D**, reflecting the terms of the Lease as modified by this Amendment, and the City shall promptly execute such MOL at Tenant's request.

6. Survey of Property. If an accurate, surveyed legal description of the Property has not been incorporated into the Lease, Tenant may conduct an updated survey of the Property, at Tenant's sole cost and expense, to be used to replace any such erroneous legal descriptions, drawings, depictions, or site plans, previously attached as attachments, exhibits, schedules, or other supplements to the Lease, upon reasonable approval of the City, which approval shall not be unreasonably withheld, conditional, or delayed. Such surveyed legal descriptions shall serve as the "Property" under the Lease, shall supersede any other descriptions of the Property in the Lease, shall be attached by Tenant through an additional "Property Addendum" to the Lease at a later time, and may be done within five (5) years of the Effective Date.

7. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: General Counsel
Ref: US-FL-5225

If to the City:

City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Phone: (954) 450-1040

8. Estoppels. The City shall, within ten (10) business days of the request of the Tenant or any lender or prospective lender of Tenant, provide an estoppel certificate as to any matters reasonably requested by the Tenant or Tenant's lender.

9. Representations of the City. The City warrants and represents that: (i) it is the owner in fee simple of the Property; (ii) it alone has full right to lease the Leased Property on the terms

of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.

10. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

11. Ratification. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

[City's Signature Page to Amendment]

TENANT:

Vertical Bridge Development, LLC

By: _____

Name: Alex Gellman

Title: Chief Executive Officer

[Tenant's Signature Page to Amendment]

Exhibit A

Description of the Property (Parent Parcel)

An interest in land, said interest being over a portion of the following described parent parcel:

Parcel "A" of Alton Plat according to the Plat thereof, recorded at Plat Book 168, Page 47 of the Public Records of Broward County, Florida.

LESS AND EXCEPT that portion of property conveyed to Broward County, a political subdivision of the State of Florida from City of Pembroke Pines, a Florida municipal corporation by Special Warranty Deed dated February 21, 2002 and recorded March 15, 2002 in Deed Book 32892, Page 1662.

AND BEING a portion of the same property conveyed to City of Pembroke Pines, a municipal corporation of the State of Florida from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton Vlahos, f/k/a Michelle Diane Alton Redmond by Special Warranty Deed dated June 30, 1998 and recorded July 07, 1998 in Deed Book 28514, Page 0773; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation of the State of Florida from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton Vlahos, f/k/a Michelle Diane Alton Redmond by Special Warranty Deed dated January 11, 1999 and recorded January 15, 1999 in Deed Book 29155, Page 0715; AND FURTHER CONVEYED to City of Pembroke Pines, a Florida municipal corporation from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton-Vlahos, f/k/a Michelle Diane Alton Redmond by Quit Claim Deed dated June 17, 1999 and recorded June 25, 1999 in Deed Book 29596, Page 0692; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation from South Broward Drainage District, a political subdivision of the State of Florida by Limited Quit Claim Deed No. 1 dated September 28, 2000 and recorded December 21, 2000 in Deed Book 31125, Page 1105; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation from South Broward Drainage District, a political subdivision of the State of Florida by Limited Quit Claim Deed No. 2 dated September 28, 2000 and recorded December 21, 2000 in Deed Book 31125, Page 1109.

Tax Parcel No. 514005280010

Exhibit B

Legal Description of the Leased Property

LEASED PROPERTY:

BEING A 20 FOOT BY 50 FOOT LEASE PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THE POINT OF BEGINNING; PROCEED THENCE NORTH 89°45'33" EAST, FOR A DISTANCE OF 20.00 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 50.00 FEET TO TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE SOUTH 89°45'33" WEST, FOR A DISTANCE OF 20.00 FEET TO TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE NORTH 00°14'27" WEST, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,000 SQUARE FEET (0.023 ACRES), MORE OR LESS.

5 FOOT WIDE UTILITY EASEMENT:

BEING A 5 FOOT WIDE UTILITY EASEMENT CROSSING OVER, UNDER AND THROUGH A PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN 2.5 FEET OF A CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431); THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING; PROCEED THENCE ALONG THE CENTER LINE OF THIS EASEMENT SOUTH 89°45'33" WEST, A DISTANCE OF 53.70 FEET; THENCE NORTH 85°36'46" WEST, FOR A DISTANCE OF 104.29 FEET TO A POINT IN THE EASTERLY EDGE OF AN EXISTING 15' WIDE UTILITY EASEMENT AS DEPICTED ON AFORESAID PARCEL "A" OF ALTON PLAT, THE POINT OF TERMINUS.

CONTAINING 791 SQUARE FEET (0.018 ACRES), MORE OR LESS.

Exhibit B (continued)

20 FOOT WIDE INGRESS AND EGRESS ACCESS EASEMENT:

BEING A 10 FOOT WIDE INGRESS AND EGRESS ACCESS EASEMENT OVER, UNDER AND THROUGH A PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN 10 FEET OF A CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431); THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; PROCEED THENCE ALONG THE CENTER LINE OF THIS EASEMENT SOUTH 89°45'33" WEST, A DISTANCE OF 43.69 FEET; THENCE NORTH 00°11'02" WEST, FOR A DISTANCE OF 85.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°53'10", ALONG THE ARC A DISTANCE OF 39.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°42'08" EAST, FOR A DISTANCE OF 354.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 90°00'00", ALONG THE ARC A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°17'52" WEST, FOR A DISTANCE OF 4.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", ALONG THE ARC A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°42'08" WEST, FOR A DISTANCE OF 513.48 FEET TO THE EASTERN RIGHT-OF-WAY OF SW 172ND AVENUE AS DEPICTED ON AFORESAID PARCEL "A" OF ALTON PLAT, THE POINT OF TERMINUS.

CONTAINING 22,707 SQUARE FEET (0.521 ACRES), MORE OR LESS.

Exhibit C

Legal Description and Depiction of the Expansion Space

Legal Description of Expansion Space:

THAT PART OF PARCEL "A", ALTON PLAT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "A", ALTON PLAT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 172ND AVENUE (VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTH 89°40'50" EAST ALONG THE NORTH LINE OF SAID PARCEL "A" FOR 195.93 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST FOR 419.93 FEET TO THE NORTHWEST CORNER OF AN 20 FEET X 50 FEET TOWER PARCEL; THENCE NORTH 89°45'33" EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE NORTHEAST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 00°14'27" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'27" EAST ALONG THE SOUTHERLY PROJECTION OF SAID EAST LINE FOR 19.50 FEET; THENCE SOUTH 89°45'33" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 00°14'27" WEST ALONG SAID SOUTHERLY PROJECTION FOR 19.60 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89°45'33" EAST ALONG SAID SOUTH LINE FOR 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 390 SQUARE FEET (0.009 ACRES), MORE OR LESS.

Exhibit C (continued)

Depiction of the Expansion Space (Additional Ground Space)

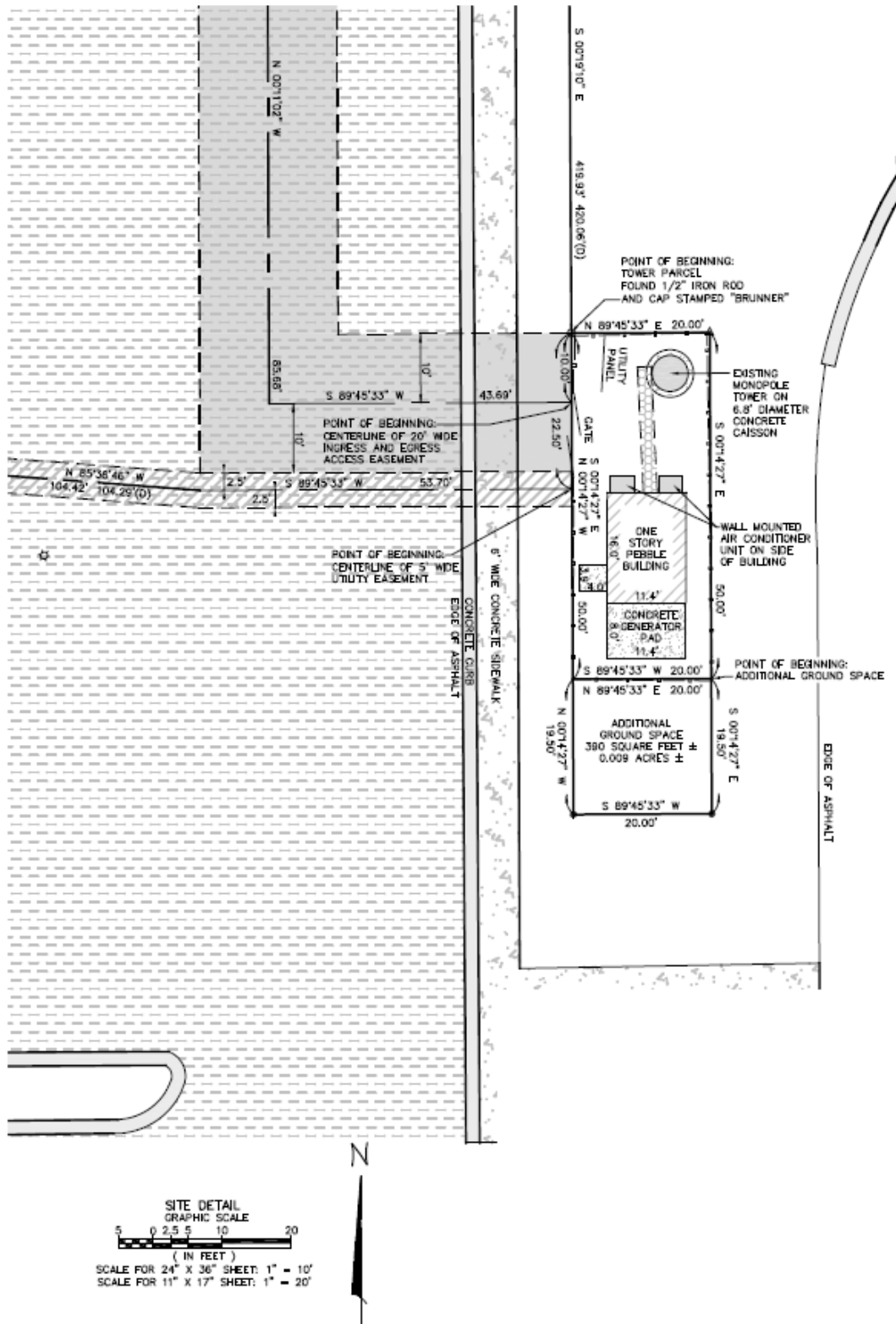


Exhibit D

Form of Memorandum of Lease

[SEE ATTACHED]

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

Site Name: Pembroke Pines FL 184
Site Number: US-FL-5225

Cross Reference:

Instrument No. 113269761, recorded on October 6, 2015, by the Broward County Commission.

Instrument No. 115150528, recorded June 20, 2018, by the Broward County Commission.

MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT

This Memorandum of Amendment to Lease Agreement ("**Memorandum**") evidences a Lease Agreement, dated July 10, 2014 (the "**Lease**") by and between **City of Pembroke Pines, Florida**, a municipal corporation of the state of Florida, whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33025 ("**City**"), and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), successor-in-interest to both New Cingular Wireless PCS, LLC ("**AT&T**") and Southern Tower Antenna Rental II, LLC ("**Star**").

WHEREAS, City owns certain real property (the "**Property**") described on **Exhibit A-1** attached hereto.

WHEREAS, pursuant to the Lease, City leases to Tenant a portion of the Property (the "**Leased Property**") described on **Exhibit A-2** (and together with **Exhibit A-1**, collectively, **Exhibit A**).

WHEREAS, AT&T, the original tenant under the Lease, assigned its interest in the Lease to Star, pursuant to that certain Assignment and Assumption of Lease Agreement dated August 13, 2015 and recorded on October 6, 2015 in Instrument No. 113269761, which Star subsequently assigned to Tenant pursuant to that certain Assignment and Assumption of Lease Agreement dated May 16, 2018 and recorded on June 20, 2018 in Instrument No. 115150528.

WHEREAS, the Lease commenced on December 2, 2015, for an initial term of Ten (10) years, with One (1) renewal terms of Five (5) years each.

WHEREAS, the Lease, as amended, further provides as follows:

Site Name: Pembroke Pines FL 184
Site Number: US-FL-5225

1. The Leased Property may be used exclusively by Tenant for certain purposes, including without limitation, erecting, installing, operating, reconstructing, and maintaining certain radio and communications towers, buildings, and equipment.

2. Tenant is entitled to sublease and/or sublicense the Leased Property, including any communications tower located thereon.

3. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of City and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM as of the date last signed by a party hereto.

WITNESSES:

CITY:

City of Pembroke Pines, Florida,
a municipal corporation of the state of
Florida

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2018, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this ____ day of _____, 2018.

Notary Public

Printed Name: _____

My Commission Expires:

[Tenant's Signature Page to Memorandum]

WITNESSES:

Name: _____

Name: _____

TENANT:

Vertical Bridge Development, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ the _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this ____ day of _____, 2018.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF LEASE)

EXHIBIT A-1
THE PROPERTY

An interest in land, said interest being over a portion of the following described parent parcel:

Parcel "A" of Alton Plat according to the Plat thereof, recorded at Plat Book 168, Page 47 of the Public Records of Broward County, Florida.

LESS AND EXCEPT that portion of property conveyed to Broward County, a political subdivision of the State of Florida from City of Pembroke Pines, a Florida municipal corporation by Special Warranty Deed dated February 21, 2002 and recorded March 15, 2002 in Deed Book 32892, Page 1662.

AND BEING a portion of the same property conveyed to City of Pembroke Pines, a municipal corporation of the State of Florida from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton Vlahos, f/k/a Michelle Diane Alton Redmond by Special Warranty Deed dated June 30, 1998 and recorded July 07, 1998 in Deed Book 28514, Page 0773; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation of the State of Florida from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton Vlahos, f/k/a Michelle Diane Alton Redmond by Special Warranty Deed dated January 11, 1999 and recorded January 15, 1999 in Deed Book 29155, Page 0715; AND FURTHER CONVEYED to City of Pembroke Pines, a Florida municipal corporation from Howard R. Alton, Jr., Ann Leslie Alton, Jeanine Patrice Alton-Ryan, Patricia Denise Alton and Michelle D. Alton-Vlahos, f/k/a Michelle Diane Alton Redmond by Quit Claim Deed dated June 17, 1999 and recorded June 25, 1999 in Deed Book 29596, Page 0692; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation from South Broward Drainage District, a political subdivision of the State of Florida by Limited Quit Claim Deed No. 1 dated September 28, 2000 and recorded December 21, 2000 in Deed Book 31125, Page 1105; AND FURTHER CONVEYED to City of Pembroke Pines, a municipal corporation from South Broward Drainage District, a political subdivision of the State of Florida by Limited Quit Claim Deed No. 2 dated September 28, 2000 and recorded December 21, 2000 in Deed Book 31125, Page 1109.

Tax Parcel No. 514005280010

EXHIBIT A-2
THE LEASED PROPERTY

ORIGINAL LEASED PROPERTY:

BEING A 20 FOOT BY 50 FOOT LEASE PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THE POINT OF BEGINNING; PROCEED THENCE NORTH 89°45'33" EAST, FOR A DISTANCE OF 20.00 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 50.00 FEET TO TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE SOUTH 89°45'33" WEST, FOR A DISTANCE OF 20.00 FEET TO TO A NEW 1/2" REBAR (DESIGNATED PSM 6431), THENCE NORTH 00°14'27" WEST, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,000 SQUARE FEET (0.023 ACRES), MORE OR LESS.

EXPANSION SPACE (ADDITIONAL LEASED PROPERTY):

THAT PART OF PARCEL "A", ALTON PLAT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "A", ALTON PLAT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 172ND AVENUE (VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTH 89°40'50" EAST ALONG THE NORTH LINE OF SAID PARCEL "A" FOR 195.93 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST FOR 419.93 FEET TO THE NORTHWEST CORNER OF AN 20 FEET X 50 FEET TOWER PARCEL; THENCE NORTH 89°45'33" EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO THE NORTHEAST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 00°14'27" EAST ALONG THE EAST LINE OF SAID TOWER PARCEL FOR 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TOWER PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'27" EAST ALONG THE SOUTHERLY PROJECTION OF SAID EAST LINE FOR 19.50 FEET; THENCE SOUTH 89°45'33" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TOWER PARCEL FOR 20.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 00°14'27" WEST ALONG SAID SOUTHERLY PROJECTION FOR 19.60 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89°45'33" EAST ALONG SAID SOUTH LINE FOR 20.00 FEET TO SAID POINT OF BEGINNING.

EXHIBIT A-2 (CONTINUED)

CONTAINING 390 SQUARE FEET (0.009 ACRES), MORE OR LESS.

5 FOOT WIDE UTILITY EASEMENT:

BEING A 5 FOOT WIDE UTILITY EASEMENT CROSSING OVER, UNDER AND THROUGH A PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN 2.5 FEET OF A CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431); THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING; PROCEED THENCE ALONG THE CENTER LINE OF THIS EASEMENT SOUTH 89°45'33" WEST, A DISTANCE OF 53.70 FEET; THENCE NORTH 85°36'46" WEST, FOR A DISTANCE OF 104.29 FEET TO A POINT IN THE EASTERLY EDGE OF AN EXISTING 15' WIDE UTILITY EASEMENT AS DEPICTED ON AFORESAID PARCEL "A" OF ALTON PLAT, THE POINT OF TERMINUS.

CONTAINING 791 SQUARE FEET (0.018 ACRES), MORE OR LESS.

20 FOOT WIDE INGRESS AND EGRESS ACCESS EASEMENT:

BEING A 10 FOOT WIDE INGRESS AND EGRESS ACCESS EASEMENT OVER, UNDER AND THROUGH A PARCEL OF LAND LYING IN A PORTION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF PARCEL "A" OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN 10 FEET OF A CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" REBAR, SAID REBAR BEING THE NORTHWEST CORNER OF PARCEL "A", OF THE ALTON PLAT AS RECORDED IN PLAT BOOK 168, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PROCEED THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" NORTH 89°40'50" EAST (BASIS OF BEARING BEING AS DEPICTED ON SAID PLAT), A DISTANCE OF 206.56 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 00°19'10" EAST, FOR A DISTANCE OF 420.06 FEET TO A NEW 1/2" REBAR (DESIGNATED PSM 6431); THENCE SOUTH 00°14'27" EAST, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; PROCEED THENCE ALONG THE CENTER LINE OF THIS EASEMENT SOUTH 89°45'33" WEST, A DISTANCE OF 43.69 FEET; THENCE NORTH 00°11'02" WEST, FOR A DISTANCE OF 85.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°53'10", ALONG THE ARC A DISTANCE OF 39.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°42'08" EAST, FOR A DISTANCE OF 354.68 FEET TO THE

EXHIBIT A-2 (CONTINUED)

POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 30.0 FEET AND A CENTRAL ANGLE OF 90°00'00", ALONG THE ARC A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY: THENCE NORTH 00°17'52" WEST, FOR A DISTANCE OF 4.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, SAID HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", ALONG THE ARC A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°42'08" WEST, FOR A DISTANCE OF 513.48 FEET TO THE EASTERN RIGHT-OF-WAY OF SW 172ND AVENUE AS DEPICTED ON AFORESAID PARCEL "A" OF ALTON PLAT, THE POINT OF TERMINUS.

CONTAINING 22,707 SQUARE FEET (0.521 ACRES), MORE OR LESS.