

Prepared By and Upon Recording, Return to:

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STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Lessee Site I.D.: Coral Gables Fire Station, No. 68215

## **MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the City of Coral Gables, a Florida municipal corporation, (the "Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Lease Agreement (the "Agreement") on \_\_\_\_\_, 2008 for an initial term of ten (10) years, commencing on the date ("Commencement Date") that is the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, in no event shall the Commencement Date be later than the first (1st) day of the month following the date which is 120 days after the date both parties have executed the Agreement. Lessee shall have the option to extend the Agreement for three (3) additional five (5) year terms (each, a "Renewal Term"), and such extension shall automatically occur unless the Lessee gives the Lessor written notice of its intention not to extend the Agreement at least six (6) months prior to the end of the then current term. If at the end of the third (3rd) Renewal Term the Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.
2. Leased Premises. The Lessor hereby leases to the Lessee the following:

2.1 That portion of the Tower at the 118' level as shown on the attached Exhibit "B" (the "Tower Space"). The parties agree that the Lessor reserves specific space on the Tower between 80' and 96' for future City use; thus this specific space may not be occupied by Lessee or other third parties without the prior written consent of Lessor;

2.2 That portion of the Property as shown on the attached Exhibit "C" (the "Ground Space"), consisting of ground space upon which Lessee will place its condensing units;

2.3 That portion of the Building as shown on the attached Exhibit "C" (the "Building Space"), consisting of approximately 257.25 square feet (24'6" x 10'6") within which space Lessee will install, operate and maintain its equipment; and

2.4 Other locations throughout the Property, the Tower, the Building and the Ground Space necessary and appropriate for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the Tower Space, Building Space and Ground Space, including for the connection of antenna equipment on the Tower Space to the Building Space, and for connection to all necessary electrical and telephone utility sources located within the Building or on the Property (collectively, the "Cabling Space"). The Tower Space, Building Space, Ground Space and Cabling Space described in this Section shall be collectively referred to as the "Site" or the "Premises."

3. Sale of Property. Should the Lessor, at any time during the term of this Agreement and any extensions thereof, decide to sell all or part of the Property, such sale shall be under and subject to this Agreement and the Lessee's rights hereunder. Any person or entity acquiring title to the Tower and/or the Property shall recognize the validity of this Agreement, shall assume all of the Lessor's obligations hereunder and shall deliver to the Lessee a non-disturbance agreement. If Lessor elects, during the term of this Agreement to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises being leased by Lessee, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide final offer within thirty (30) days after written notice thereof from Lessor, Lessor may grant the easement or interest in said portion of the Premises to such third party in accordance with the terms and conditions of such third party offer.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their respective seals.

**Witnesses:**

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

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

**Witnesses:**

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

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

**LESSEE:**

**Verizon Wireless Personal  
Communications LP  
d/b/a Verizon Wireless**

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

Name: Hans F. Leutenegger

Title: Area Vice President – Network,  
South Area

Date: \_\_\_\_\_

**LESSOR:**

**City of Coral Gables,  
a Florida municipal corporation**

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

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

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

Date: \_\_\_\_\_

# 5454810\_v1

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

**LESSOR ACKNOWLEDGMENT**

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that s/he is the \_\_\_\_\_ of **City of Coral Gables, a Florida municipal corporation**, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of **City of Coral Gables, a Florida municipal corporation**. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

**LESSEE ACKNOWLEDGMENT**

I, \_\_\_\_\_, do hereby certify that **Hans F. Leutenegger** personally came before me this day and acknowledged that he is the Area Vice President - Network, South Area of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, and that he, as Area Vice President - Network, South Area, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

**EXHIBIT A**  
**Description of Lessor's Property**

That portion of Tract No. 1, ROBERT H. MONTGOMERY PROPERTY, according to the Plat thereof, as recorded in Plat Book 34, Page 64, of the Public Records of Miami-Dade County, Florida, as described in Warranty Deed recorded in Official Records Book 15488, Page 2196, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**  
**Depiction of Lessee's Tower Space**

See attached one (1) page.

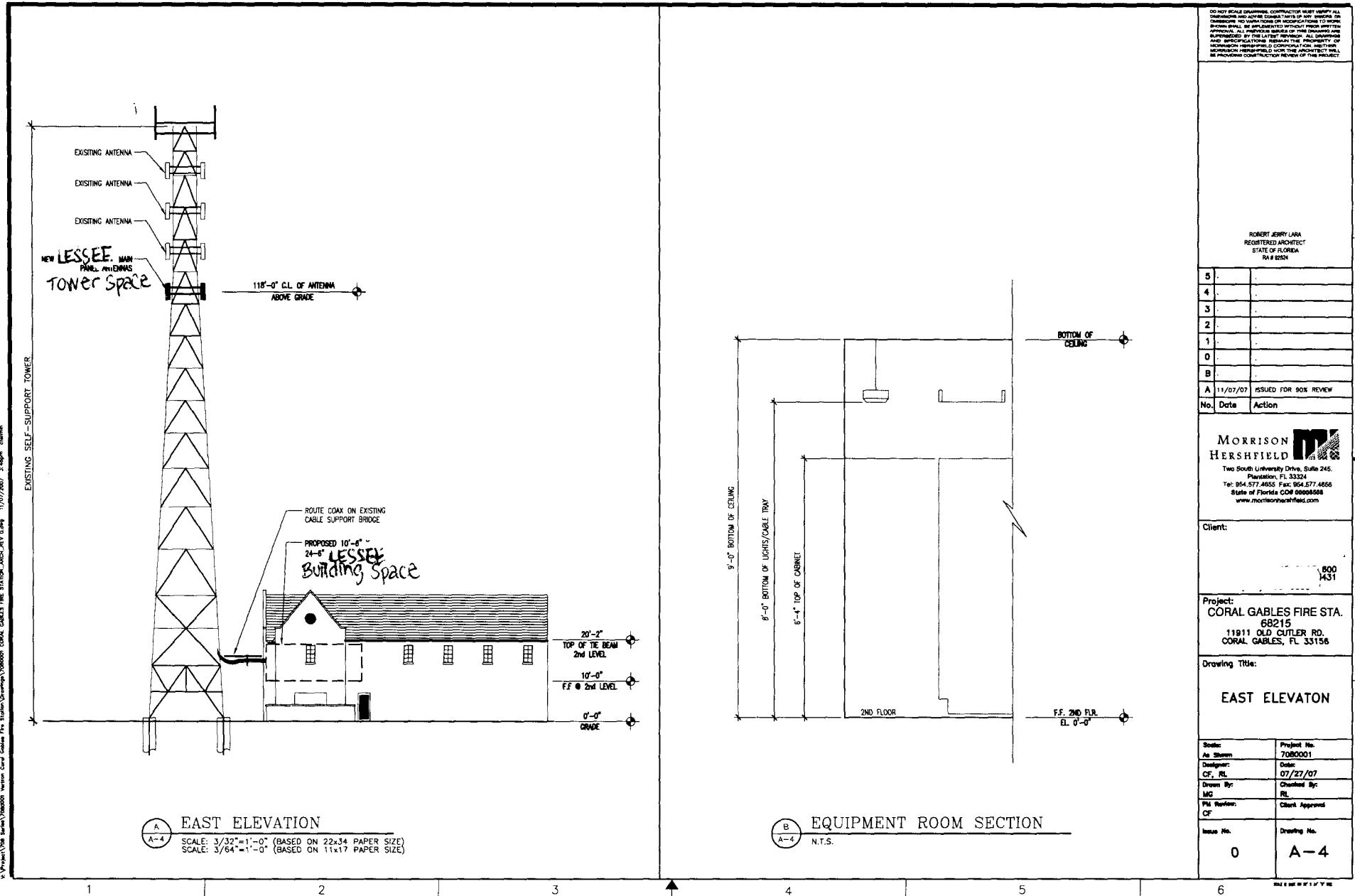


EXHIBIT C  
Depiction of Lessee's Building Space and Ground Space

See attached two (2) pages.

