

Grantee Site Name: Coral Gables Fire Station / 68215

Upon Recording, Return to:

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803
Columbia, SC 29211

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Easement Agreement

THIS EASEMENT AGREEMENT ("Agreement") is made and executed between the **City of Coral Gables**, a Florida Municipal corporation, having a mailing address of P.O. Box 141549, Coral Gables, Florida 33114, hereinafter designated GRANTOR, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated GRANTEE.

WHEREAS, GRANTEE requires an area for utilities and access, as set forth more fully below, on, over, and across a portion of that certain parcel of property owned by GRANTOR and located at 11911 Old Cutler Road, Coral Gables, Florida 33156 in Miami-Dade County, Florida, as further described as Folio No. 03-5107-003-0010 and as further described in that certain Warranty Deed recorded in Book 15488, Page 2196, in the official records of Miami-Dade County, Florida (hereinafter the "GRANTOR's Property").

WHEREAS, GRANTEE's area for utilities and access, will be along a variable width easement extending to the public right of way from the points shown on **Exhibit A**, and under GRANTOR's Property.

WITNESSETH:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that GRANTOR for and in consideration of the sum set forth on **Exhibit B** attached hereto, which may be removed for recording purposes, has granted, bargained, and released, and does grant, bargain, and release, unto GRANTEE, its successors and assigns, a non-exclusive easement (the "Easement"), for the purpose of ingress and egress, 7 days a week, 24 hours a day (subject to the requirements and limitations set forth below), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services under, or along a variable width easement and covering that real property being as described on **Exhibit A**, attached hereto and

\820000\1 - # 5334564 v1

incorporated herein. Any revisions by GRANTEE to Exhibit A shall require the GRANTOR's written consent. It is expressly acknowledged and agreed that independent third party providers of utility services, including but not limited to, fiber, electric and telephone, may utilize the above-referenced Easement for the installation of underground equipment and necessary appurtenances, necessary for the operation of GRANTEE's facilities without the execution of any further documentation. However, if required by the third-party provider, GRANTOR agrees to execute a separate recordable document evidencing such rights without the payment of additional consideration.

PROVISIONS:

1. It is the intent of this Agreement to convey to GRANTEE a non-exclusive easement for the purposes as set forth herein over the entire Easement. However, to the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of GRANTOR's interest in and to any part of the Easement.

2. GRANTEE, its agents, independent contractors, licensees, utility providers, and invitees shall have the use of the Easement as described herein for the installation and maintenance of underground utility wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services under, or along the Easement, and after providing reasonable notice to GRANTOR to allow GRANTOR to supervise construction, may access the Easement seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, to construct, reconstruct, maintain and repair the improvements. Notice to GRANTOR shall be provided via telephone at 305-733-0315 or via email at it@coralgables.com at least 72 hours in advance of planned construction. The foregoing notwithstanding, no notice shall be required to be provided to GRANTOR in the event of an emergency. However, GRANTEE shall provide notice to GRANTOR afterward as soon thereafter as reasonably practical. GRANTEE will obtain, at its sole cost and expense, all permits required for its construction and maintenance within the Easement and shall comply with applicable codes, including the City of Coral Gables, Florida Code of Ordinances and Zoning Code, as they may be amended. GRANTEE shall not apply for permits or commence construction until GRANTEE provides GRANTOR with the payment required in Exhibit B.

3. With the exception of that portion of the Easement which have heretofore been improved and/or paved, if any, GRANTEE shall pay for all costs incurred in connection with the creation of the Easement. Subsequent to GRANTEE'S initial improvements as provided for herein, the responsibility for all necessary maintenance and improvements in the Easement shall be equitably allocated between GRANTOR and GRANTEE, or any third parties utilizing the Easement, based upon actual usage of the Easement. GRANTEE shall be responsible for the costs of all utilities GRANTEE may utilize on GRANTOR's property related to the Easement, and GRANTEE shall not install any backup power facilities or store fuel on GRANTOR's property without further approval of GRANTOR which may be withheld in its sole discretion.

4. GRANTEE shall be responsible for payment of all taxes that may be assessed or incurred as a result of GRANTEE's Easement or use of GRANTOR's property, including but not limited to, ad valorem taxes. GRANTEE shall not allow any liens to be placed on GRANTOR's property and will promptly discharge any liens, after notice of such, at its sole cost and expense. Should GRANTEE fail to discharge any liens within 10 days after notice, GRANTOR may discharge the liens at GRANTEE's expense.

5. GRANTOR and GRANTEE hereby memorialize that GRANTOR's Property is used as a fire station which provides emergency, police, and fire station services ("GRANTOR Services"). GRANTEE shall take all steps necessary to ensure that GRANTEE's use of the Easement does not interfere with, limit, or restrict the GRANTOR Services at any time. GRANTOR, within its reasonable discretion, may restrict GRANTEE's access, upon prior notice to GRANTEE, if GRANTOR determines such restriction is necessary to avoid interference with GRANTOR Services. Such prior notice from GRANTOR to GRANTEE shall not be required in the event of an emergency.

6. GRANTEE shall:

- (i) comply with construction requirements as set forth herein, including proper placement and use of steel plates during construction;
- (ii) adhere to reasonable rules and regulations which GRANTOR may impose ("GRANTOR Rules"), provided that such GRANTOR Rules are provided to GRANTEE;
- (iii) hand dig in all areas requested by GRANTOR;
- (iv) coordinate construction of the Easement with the Director of Information Technology (305-733-0315; it@coralgables.com) to find a mutually agreeable schedule for construction and to provide notice to GRANTOR;
- (v) provide and install, at GRANTEE's cost and expense, for GRANTOR's use, handholds and one (1) two-inch (2") conduit ("GRANTOR Equipment") which shall run underground across GRANTOR's Property and terminate at the building, as shown on **Exhibit A**, attached hereto and incorporated herein. After GRANTOR's acceptance of GRANTOR Equipment, the GRANTOR Equipment shall be owned and maintained thereafter by GRANTOR, at GRANTOR's sole cost and expense; and
- (vi) provide and install, at GRANTEE's cost and expense, two (2) additional conduit to be owned by GRANTOR within the Easement for use by other communications providers authorized by GRANTOR.

7. The term of this Agreement shall commence the first (1st) day of the month following full execution of this Agreement (the "Commencement Date") and shall be for a term of 25 years. GRANTEE may terminate this Agreement any time upon 30 days' prior notice to GRANTOR. If GRANTOR determines that GRANTEE's use of the Easement shall be inconsistent with or shall interfere with GRANTOR's use of the Property, specifically including the GRANTOR

Services as defined above, GRANTOR and GRANTEE shall undertake good faith efforts to resolve such interference to GRANTOR's reasonable satisfaction. If after good faith efforts to resolve such interference the Parties are unable to agree upon a resolution, GRANTOR may terminate this Agreement upon 180 days' prior notice to GRANTEE. Relocation of GRANTEE's facilities shall be at GRANTEE's cost and expense and shall require an amendment of Exhibit A. If GRANTEE is in default under this Agreement for a period of (a) twenty (20) days with respect to a monetary default; or (b) thirty (30) days with respect to a default which may not be cured solely by the payment of money, then, in either event, after an additional thirty (30) days written notice to GRANTEE and opportunity to cure by GRANTEE, GRANTOR may pursue any remedies available to it against GRANTEE under applicable law, including, but not limited to, the right to terminate this Agreement and to restrict or to prohibit GRANTEE's access to the Property until the default is cured. If GRANTEE's default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if GRANTEE commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

8. The Parties recognize that GRANTEE's predecessor-in-interest, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, entered into a Lease Agreement, dated September 9, 2008, as may have been or may be amended (collectively, the "Lease") for GRANTEE's installation of communications equipment on the GRANTOR Property and that the term of this Agreement shall terminate should the Lease expire or terminate for any reason. The Parties acknowledge that neither Party is in default with respect to such Lease. The Parties additionally agree that all indemnification and insurance obligations and requirements GRANTEE has, as set forth in the Lease, shall be applicable and controlling to this Agreement and to the Easement granted herein. In addition to such obligations, GRANTEE additionally agrees that it shall indemnify and hold harmless the GRANTOR, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the GRANTEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of GRANTOR, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the GRANTOR. GRANTEE additionally agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence throughout the term of this Agreement and shall provide applicable certificates of insurances and copies of endorsements to GRANTOR. GRANTEE agrees to include GRANTOR as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of GRANTOR as its interest may appear under this Agreement. GRANTEE shall also maintain an Auto Liability Policy with limits of \$1,000,000 per accident and a Workers Compensation Policy in compliance with the statutory requirements of the State of Florida and Employer's liability with limits \$1,000,000 per accident, disease, and employee with a waiver of subrogation in favor of the GRANTOR. GRANTEE shall provide a 30 day cancellation notice endorsement for all required coverages. Upon such expiration of termination of the Lease for whatever reason, GRANTEE's rights as set forth

herein shall simultaneously expire or terminate without the need for execution of any additional documentation between GRANTOR and GRANTEE.

9. If at the end of the 25 year term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further terms of one (1) year thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

10. Upon termination or expiration of this Agreement, GRANTEE shall have thirty (30) calendar days thereafter to remove all utility wires, cables, conduits, pipes, electrical, telephone, fiber, and other similar support services equipment from the Easement, at GRANTEE's sole cost and expense. In the event GRANTEE fails to remove all wires, cables, conduits, pipes, electrical, telephone, fiber, and other similar support services equipment within such time period, at its option, and after an additional thirty (30) days written notice and additional time to cure, GRANTOR may remove any or all of such equipment and charge the costs of such removal to GRANTEE, or alternatively, GRANTOR may assume ownership of any or all of such equipment without any liability or further consideration to GRANTEE. If requested, GRANTEE shall execute appropriate documentation transferring ownership to GRANTOR.

11. Without any approval or consent from GRANTOR, this Agreement may be sold, assigned or transferred by GRANTEE to (i) an entity in which GRANTEE directly or indirectly holds an equity or similar interest; (ii) an entity which directly or indirectly holds an equity or similar interest in GRANTEE; or (iii) an entity directly or indirectly under common control with GRANTEE. GRANTEE may assign this Agreement to any entity which acquires all or substantially all of GRANTEE's assets in the market defined by the FCC in which the property is located by reason of a merger, acquisition or other business reorganization without approval or consent of GRANTOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of GRANTOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of GRANTEE or transfer upon partnership or corporate dissolution of GRANTEE shall constitute an assignment hereunder.

12. Nothing contained herein is intended to replace or release GRANTEE's existing easement or lease rights over, under, or along the GRANTOR's Property under any other instrument, specifically including but not limited to GRANTEE's existing easement rights for ingress, egress, and utilities as contained in the Lease.

13. GRANTOR covenants that it is seized of good and sufficient title and interest to the Easement and has full authority to enter into and execute this Agreement. GRANTOR further covenants that there are no other liens, judgments or impediments of title on the Easement or

affecting GRANTOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Easement by GRANTEE as set forth above.

14. It is agreed and understood that this Agreement contains all agreements, promises and understandings between GRANTOR and GRANTEE and that no verbal or oral agreements, promises or understandings shall be binding upon either Party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

15. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of Florida.

16. This Agreement shall extend to and bind the successors and assigns of the Parties hereto.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Easement belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all the interests, rights, and privileges herein granted in and to the Easement before described unto the GRANTEE, its Successors and Assigns, for the term as stated herein.

THE GRANTOR does hereby bind the GRANTOR and the GRANTOR'S successors or executors and administrators, to warrant and forever defend all and singular the said Easement unto the GRANTEE and the GRANTEE'S Successors and Assigns against the GRANTOR and the GRANTOR'S Heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others; including the neuter. Such words of inheritance shall be applicable as are required by the gender of the GRANTEE or GRANTOR.

(Signatures to Follow)

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this instrument under seal effective as of the _____ day of _____ 20__.

WITNESSES:

By: _____

Name: _____

By: _____

Name: _____

Date: _____

Attest: _____

Billy Y. Urquia, City Clerk

Approved as to Form and Legal Sufficiency:

Miriam Soler Ramos, City Attorney

GRANTOR:

City of Coral Gables

By: _____

Peter J. Iglesias

City Manager

Date: _____

WITNESSES:

By: _____

Name: _____

By: _____

Name: _____

GRANTEE:

Cellco Partnership

d/b/a Verizon Wireless

By: _____

Name: Kevin Powell

Title: Director – Network Field

Engineering

Date: _____

STATE OF FLORIDA

COUNTY OF _____

)

)

)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the **City of Coral Gables**, and that s/he, being authorized to do so, executed the foregoing instrument on its behalf.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires on the ____ day of _____, 201__.

SEAL:

STATE OF _____

COUNTY OF _____

)

)

)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that Kevin Powell personally came before me this day and acknowledged that he is the Director – Network Field Engineering of **Cellco Partnership d/b/a Verizon Wireless**, and that he, being authorized to do so, executed the foregoing instrument on its behalf.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires on the ____ day of _____, 20__.

SEAL:

EXHIBIT A

Description of Subject Property:

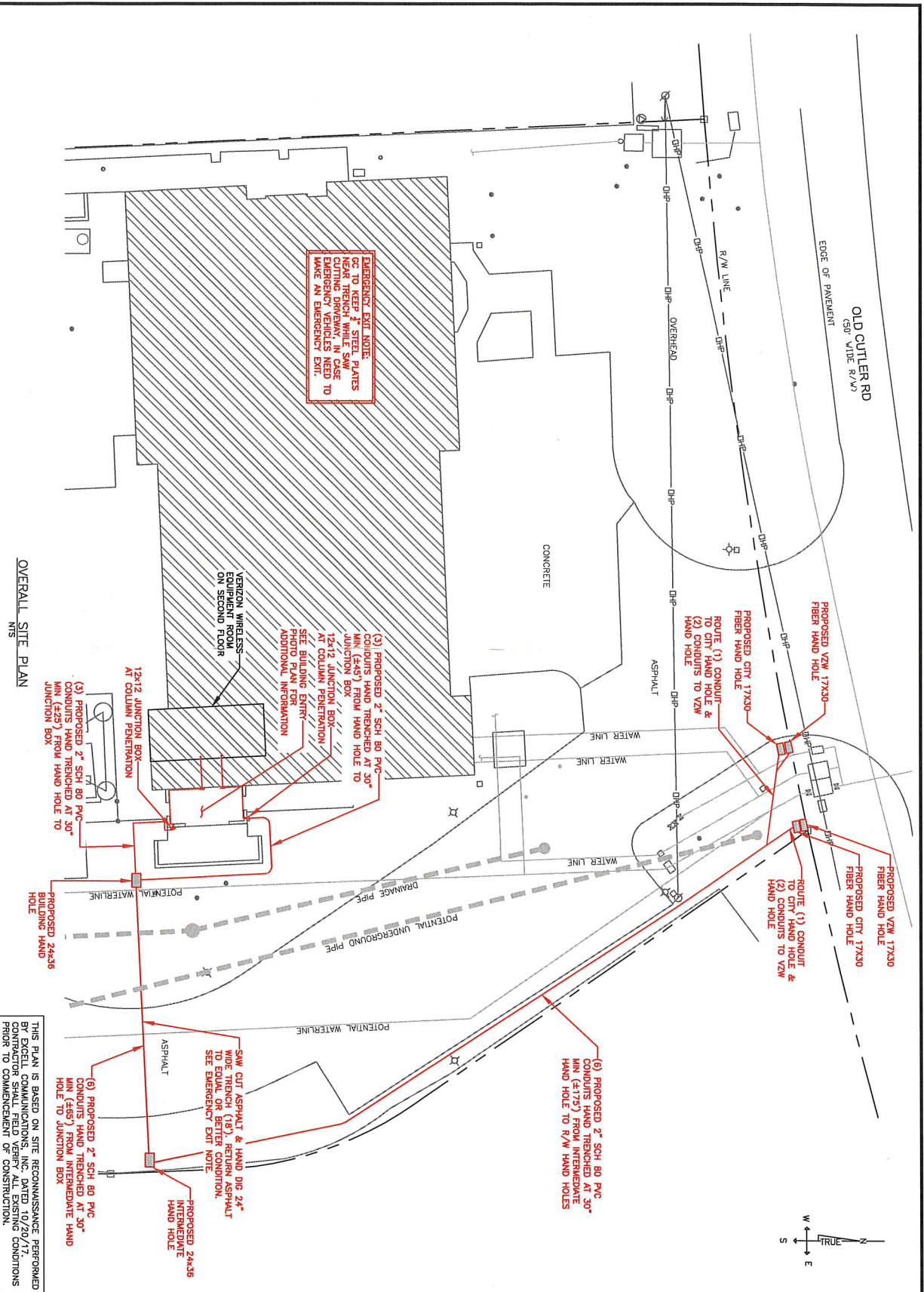
DESCRIPTION OF PARENT TRACT

DESCRIPTION AS PROVIDED BY CLIENT

That parcel of land lying on the S.W. 1/4 of Sec. 7, Township 58 South, Range 41 East, and more particularly described as follows:

Commence at the Southwest corner of said Section 7. Thence run South 89°49'30" East, along the South line of said Section 7 for a distance of 422.42 feet; thence run North along a line parallel to the West line of said Section 7 for a distance of 834.84 feet; thence run North 89°49'30" West for a distance of 218.92 feet; thence due North for a distance of 437.83 feet to a point on the South right of way line of Old Culler Road, said point being 70.00 feet South of, as measured at right angles to, the North line of the S.W. 1/4 of the S.W. 1/4 of said Section 7; thence South 88°34'00" East along the South right of way line of Old Culler Road, said line being 70.00 feet South and parallel to the North line of the S.W. 1/4 of the S.W. 1/4 of said Section 7 for a distance of 80.115 feet to the beginning of a tangential circular curve to the left; thence run Easterly along said curve having a radius of 1181.38 feet and a central angle of 4°38'26.2" for an arc distance of 25.50 feet, to the point of beginning of the parcel of land herein described, whose radius line bears North 04°20'09.0" West; thence continue along said curve having a radius of 1181.38 feet, and a central angle of 7°38'45.1" for an arc distance of 152.98 feet to a point whose radius line bears North 12°05'50.3" West; thence run South 34°48'15.7" East for a distance of 105.85 feet to the beginning of a tangential circular curve to the right; thence run Southerly along said curve having a radius of 80.00 feet and a central angle of 32°34'40" for an arc distance of 45.20 feet to the point of tangency; thence run South 02°21'37.7" East for a distance of 24.45 feet to the beginning of a tangential circular curve to the right; thence run Southeasterly along said curve having a radius of 70.00 feet, and a central angle of 50°02'57.7" for an arc distance of 117.07 feet to the point of tangency; thence run South 87°41'30" West for a distance of 150.00 feet; thence run North 02°30'03.2" West for a distance of 215.00 feet to the Point of Beginning. Containing 1.6478 acres more or less.

Description of Easement: See Attached Legal Description and Survey



THIS PLAN IS BASED ON SITE RECONNAISSANCE PERFORMED BY EXCELL COMMUNICATIONS, INC. DATED 10/20/17. EXCELL COMMUNICATIONS, INC. IS NOT RESPONSIBLE FOR ANY CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

EXCELL COMMUNICATIONS, INC.

EXCELL COMMUNICATIONS, INC.
3608 7th COURT SOUTH
BIRMINGHAM, ALABAMA 35222
PHONE: 205.956.0198
CO# 27486

Verizon Wireless

14055 RIVEREDGE DRIVE
SUITE 800
TAMPA, FL 33627

CORAL GABLES FIRE STATION

SITE # 666698 (MIAW-208)

11911 OLD CUTLER RD
CORAL GABLES, FL 33156

OVERALL SITE PLAN

SHEET NUMBER: 03

REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/17	DESIGN ROUTE
2	10/20/17	FOR CONSTRUCTION
3	10/20/17	FOR REVIEW

CHECKED BY: JCM

DRAWN BY: JCM

EXHIBIT B

As additional consideration for this Agreement:

1. GRANTEE shall pay to GRANTOR a one-time, non-refundable, lump-sum capital contribution of **\$25,000.00**, for the Easement, which shall be paid to GRANTOR within ninety (90) days of full execution of this Agreement.