

TELECOMMUNICATIONS TOWER COLLOCATION CONSENT AND LEASE AGREEMENT

THIS AGREEMENT is by and between the City of Cocoa, Florida, a municipal corporation ("City"), having a mailing address of 65 Stone Street Cocoa, FL 32922 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE 3rd Floor, Atlanta, GA 30319 ("AT&T"), authorized to do business in Florida.

Whereas, City is the owner of real property located at 2003 Michigan Avenue, Cocoa, Florida, which is legally described on **Exhibit "A"** ("City Property"). A copy of **Exhibit "A"** is attached hereto and fully incorporated herein by this reference; and

Whereas, City entered into that certain Option and Lease Agreement, dated August 18, 2000, which was amended by the Amendment to Option and Lease Agreement dated July 5, 2001 and further amended by the Second Amendment to Option and Lease Agreement dated January 15, 2015 (collectively, the "Site Agreement") with Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon"); and

Whereas, Verizon constructed and owns a one hundred fifty foot (150') free standing communications monopole which is designed with spaces to collocate the antennas of at least two (2) commercial mobile radio service operators ("Tower"); and

Whereas, AT&T desires to enter into a lease with Verizon to collocate on the Tower and further to lease a portion of the City Property from City for purposes of operating and maintaining communication equipment and related facilities; and

Whereas, City acknowledges the collocation of AT&T's communication facilities on the Tower and agrees to the lease of a portion of City's Property, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2.0 **Consent to Collocation and Lease.** The City hereby consents to AT&T collocating their telecommunications equipment and related facilities on the Tower. In furtherance of consenting to the collocation, the City also agrees to lease to AT&T for its use a portion of the City Property ("Leased Parcel"). The Leased Parcel is graphically depicted on **Exhibit "B,"** which is attached hereto and incorporated herein by this reference. Subsequent to the construction of any facilities on the Leased Parcel, AT&T shall have the Leased Parcel surveyed and an "as-built" drawing with legal description shall be prepared, identifying the location of all telecommunications equipment and related facilities, antennas, fences, and related appurtenances, including on the Tower. Upon acceptance by the City (not to be unreasonably withheld, conditioned or delayed), the "as-built" drawing and legal description

shall then become part of **Exhibit "B."** The use of the Leased Parcel shall be limited to constructing operating and maintaining communications equipment and related facilities in order to effectuate the collocation as described in Exhibit "B". City also consents to AT&T's twenty-four (24) hours per day, seven (7) days a week use of the non-exclusive utility easements and non-exclusive ingress and egress easement to the Lease Property described in the Site Agreement with Verizon. The easements were granted to Verizon by the City and are legally described under the Site Agreement. The easement legal descriptions are attached hereto as **Exhibit "C"** and incorporated herein by this reference. AT&T agrees to fully comply with the terms and conditions of the aforementioned easements and further agrees that AT&T shall not in any way overburden the easements or unreasonably interfere with the City's and any other authorized user's right to use the easements. Should the existing easements prove insufficient for AT&T's use, AT&T may present a separate, recordable easement to the City for the City Council's reasonable consideration.

2.1 Use of Lease Parcel. Except as provided in this Agreement, all other uses of the Leased Parcel by AT&T are prohibited. AT&T shall use the Leased Parcel for the purpose of transmission and reception of communications signals and the installation, construction, maintenance and operation, repair, and replacement of a wireless telecommunications facility and uses incidental thereto ("Permitted Use"), consisting of an equipment pad/shelter within three hundred ninety-two (392) square feet of ground space for cabinets or a building necessary to house or shelter telecommunications equipment; antennas and other equipment located one hundred thirty (130) feet above ground level ("AGL"), and all necessary connecting appurtenances ("Communication Facility"). AT&T has the right to install and operate transmission cables and electrical lines from the equipment shelter or cabinet to the Tower, electric lines from the main feed to the equipment shelter or cabinet, and communication lines from the City Property's main entry point to the equipment shelter or cabinet in the locations shown on Exhibit B and to install a generator. . A security fence with privacy screens or slats shall be placed around the perimeter of the Leased Parcel, and AT&T may install warning signs and other control measures required by applicable law to make individuals aware of risks. All improvements shall be at AT&T's sole expense. Upon prior written approval of City, (which shall not be unreasonably withheld, conditioned or delayed), AT&T may temporarily use adjoining and adjacent land under City's control as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. If AT&T elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Leased Parcel, City hereby grants AT&T, or any UAS operator acting on AT&T's behalf, express permission to fly over the applicable City Property and the Leased Parcel, and consents to the use of audio and video navigation and recording in connection with the use of the UAS, provided that adequate proof of insurance coverage is first presented along with a copy of applicable flight procedures and drone operator licensing. At all times, AT&T will maintain the Leased Parcel in a good, safe and reasonable condition, reasonable wear and tear and loss by unavoidable casualty not caused by the negligence of AT&T or other causes beyond AT&T's control excepted.

It is understood and agreed that AT&T's ability to use the Leased Parcel is contingent upon its obtaining after execution date of this Lease Agreement, of all the certificates, permits and other approvals that may be required by any federal, state or local authorities. City will cooperate with AT&T in its effort to obtain such approvals. City agrees to sign such papers as are customarily and reasonably required

to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased parcel as required for AT&T's intended use set forth in this Agreement.

2.2 Peaceful Enjoyment. City covenants that AT&T, on paying the rent and performing the covenants contained in this Agreement shall peaceably and quietly have, hold and enjoy the Leased Parcel.

3.0 Term. The City acknowledges and agrees that AT&T shall have the right to lease the Leased Parcel and collocate on the Tower for an initial term of five (5) years with six (6) renewal term(s) of five (5) years each. This Agreement shall automatically renew unless: (i) AT&T has provided the City six (6) months' written notice of its desire not to renew prior to the renewal; (ii) the City or AT&T has terminated this Agreement pursuant to paragraph 23 of this Agreement; (iii) AT&T is in breach of this Agreement beyond any applicable cure period, in which case, this Agreement may only be renewed if the City agrees to the renewal in writing and AT&T cures the breach; or (iv) AT&T is in breach of the Sublease Agreement with Verizon beyond any applicable cure period, in which case, the Agreement may only be renewed if the City and Verizon agree to the renewal in writing and AT&T cures the breach.

4.0 Termination of Verizon Site Agreement. Notwithstanding anything to the contrary set forth in this Agreement, AT&T may terminate this Agreement upon the termination of the Site Agreement with Verizon; provided, however, that if the Site Agreement is terminated by Verizon or City and AT&T desires to continue occupying and possessing the Leased Parcel and Tower space, AT&T agrees to adopt and enter into the non-exclusive utility easements and non-exclusive ingress and egress easements provided through the Site Agreement with Verizon.

5.0 Assignment. This Agreement shall not be assigned, sold, or transferred without written consent of the City (which shall not be unreasonably withheld, conditioned or delayed), except to AT&T's principal, affiliates or subsidiaries of its principal, any entity acquiring substantially all of the assets of AT&T, or any successor entity in a merger, acquisition or consolidation involving AT&T, upon prior written notice to the City. As to other parties, this Agreement shall not be assigned, sold, or transferred without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed.

6.0 Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

7.0 Further Assurances. From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or reasonably desirable in order to carry out the purposes and intentions of this Agreement.

8.0 Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

9.0 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the state circuit courts located in Brevard County, Florida, and in the federal district court in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

10.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

11.0 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12.0 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: three (3) business days after being deposited in the United States Mail, stamped prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City of Cocoa: City Manager
65 Stone Street
Cocoa, Florida 32922
PH: (321)433-8800

With a mandatory copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

To AT&T: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Cell Site Name: Cocoa Commons FL
RE: Fixed Asset#: 14386094
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Cell Site Name: Cocoa Commons FL
RE: Fixed Asset#: 14386094
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal service.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

13.0 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

14.0 **Public Record.** It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T solely and specifically related to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or AT&T. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the City. Upon request by the City, AT&T shall promptly supply copies of said public records to the City in accordance with Florida law. AT&T may ensure that public records, or portions thereof, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of this Agreement term and following completion of this Agreement. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall during normal business hours of AT&T be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by AT&T to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If AT&T fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, which is directly attributable to AT&T's failure to comply with this Section, the City shall collect from AT&T prevailing, reasonable party attorney's fees and costs actually incurred, and any damages actually incurred by the City, for enforcing this Section against AT&T. And, if applicable, the City shall also be entitled to reimbursement of all reasonable and actually incurred attorneys' fees and damages which the City had to pay a third party directly caused by the AT&T's failure to comply with this Section. Notwithstanding the foregoing, AT&T shall not be required to provide any record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T that is deemed to be a trade secret as defined by Florida law of AT&T's or privileged (including but not limited to attorney-client privilege) and AT&T shall not be held liable for failure to provide any such document. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

15.0 **Interpretation.** The City and AT&T have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

16.0 **Independent Contractor.** AT&T shall be considered an independent contractor under this Agreement.

17.0 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

18.0 **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity pursuant to section 768.28 or by operation of law. This paragraph shall survive termination of this Agreement.

19.0 **General Liability Insurance.**

(a) During the Term, AT&T will carry, at its own cost and expense, the following insurance:

(i) Workers' compensation insurance as required by law;

(ii) Commercial general liability (CGL) insurance with respect to its activities on the Property such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. AT&T's CGL insurance shall contain a provision including the City as an additional insured. Such additional insured coverage:

(1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by AT&T, its employees, agents or independent contractors;

(2) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or independent contractors; and

(3) Shall not exceed AT&T's indemnification obligation under this Agreement, if any.

(iii) Business or commercial property insurance for loss of AT&T alterations to the Leased Parcel and AT&T equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property, AT&T may self-insure this risk under the same terms as required by this Agreement; and

(iv) Automobile liability coverage with coverage limit of \$1,000,000 which will include City as and additional insured on a primary and non-contributory basis by endorsement with respect to this Agreement to protect AT&T from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the AT&T or by anyone directly or indirectly employed by AT&T.

(v) Should AT&T or any UAS operator acting on AT&T's behalf choose to utilize an unmanned aircraft system, drone liability insurance with a coverage limit of \$1,000,000 to cover claims for damages because of bodily injury or death of any person or property damage arising out of AT&T's use of the drone.

(b) Notwithstanding the foregoing, AT&T shall have the right to self-insure the coverages required in subsection (a). In the event AT&T elects to self-insure its obligation to include City as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) City shall promptly and no later than thirty (30) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) City shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

AT&T shall furnish insurance certificates and the required endorsements specifying the types and amounts of coverage in effect pursuant hereto and the expiration dates of such policies. AT&T will provide at least thirty (30) days prior written notice to the City of cancellation of any required coverage that is not replaced. If the City has any objection to the coverage afforded by or other provision of the insurance required to be carried and maintained by AT&T in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify AT&T in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. Once every five (5) years with at least sixty (60) days prior written notice to AT&T, the City, at its discretion, reserves the right to require AT&T to obtain reasonable increases in the insurance coverage set forth in this paragraph. AT&T shall continuously maintain such insurance during the Term of this Agreement in the amounts, type, and quality as required by this paragraph.

20.0 Indemnification and Hold Harmless. AT&T shall defend, indemnify and hold harmless the City and its elected officials, employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising directly from AT&T's and its employee's, agent's, and contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress easements, except to the extent attributable to the negligent or intentional act or omission of the City, its elected officials, employees, officers, attorney, invitees, agents or independent contractors. This indemnification shall survive the expiration or termination of this Agreement.

The indemnification provided above shall obligate AT&T to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which directly result from AT&T's and its employee's, agent's, and

contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress easements. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable.

In the event any of AT&T's employees bring an action against the City, arising out of the use and occupancy of the Leased Parcel, Tower, or utility and ingress and egress easements, AT&T agrees that it shall not assert immunity under Section 440.11, Florida Statutes, as a defense to any indemnity action or obligation asserted by the City in such circumstances.

City shall be responsible for the acts and omissions of itself and its officers, elected officials, employees, attorneys, contractors and agents to the extent permitted by law.

21.0 Omitted.

22.0 Standard of Care. In using the Leased Parcel, and utility and ingress and egress easements, AT&T shall use that reasonable degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

23.0 Termination. In addition to the other termination rights set forth in the Agreement, AT&T may terminate this Agreement upon twelve (12) months written notice to City (i) if AT&T is unable to occupy and utilize the communications equipment and related facilities established in Exhibit B due to any change of law or action of the FCC, such as a take back of channels or change in frequencies, that frustrates the purpose of this Agreement; (ii) if AT&T determines that the Leased Parcel is not appropriate for its operations for technological reasons, such as interference, upon provision of reasonably appropriate documentation evidencing the technological reason to the City in writing; (iii) if the Tower becomes unsuitable for collocation as a result of the Tower becoming structurally unsound as reasonably determined by the City's Building Official; or (iv) if the Leased Parcel otherwise becomes unsafe for AT&T's intended use as demonstrated by reasonably appropriate documentation evidencing the unsafe condition of the Leased Parcel.

In addition, in the event that either party defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after the defaulting party's receipt of written notice from the other specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) days and the defaulting party shall not in good faith commence the curing or remedying of such default within such sixty (60) days and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely satisfied and AT&T shall then quit and surrender the Leased Parcel and the right to use the utility and ingress and egress easements as provided herein and remove its communications equipment and related facilities as set forth in paragraph 34.0.

24.0 Warranties. AT&T and City (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and

authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

City represents and warrants that the City is seized of good and marketable title and interest to the City Property and has full authority to enter into and execute this Agreement. City further covenants that there are no other liens, judgments or impediments of title on the City Property that would prohibit City from executing this Agreement.

25.0 **Recordable.** The parties understand and agree that a memorandum of lease may be recorded in the public records.

26.0 **Hazardous Materials.** City shall indemnify and hold harmless AT&T and its employees, officers, attorney, agents, and contractors from and against and from any claims, damages, losses, personal injuries (including but not limited to death), liability to persons and property, including but not limited to reasonable attorney fees through any and all administrative, trial, post judgment and appellate proceedings, resulting from the exposure of any person or property to hazardous substances generated, stored, disposed of, or transported to or over the City Property by City, its agents, contractors, and employees in violation of any applicable law or regulation, as long as such substance was not stored, disposed of, or transported to or over the Lease Property by AT&T, its agents, contractors, employees, or invitees and as long as such hazardous substances are not of the type or quantity commonly found on property used or that has been used for purposes of maintaining and operating a firestation for the benefit of the public. AT&T represents and warrants that its use of the Leased Parcel, and the utility and ingress and egress easements will not generate any hazardous substance in violation of any applicable law or regulation and that it will not in violation of any applicable law or regulation, store or dispose on or near the Leased Parcel, Tower and the utility and ingress and egress easements, any hazardous substance. AT&T shall indemnify and hold harmless the City and its elected officials, employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly arising from the generation, storage, disposal, transportation or use of Hazardous Materials by AT&T and its employees, agents, and contractors on the Leased Parcel, and the utility and ingress and egress easements. For purposes of this Agreement, Hazardous Materials shall mean gasoline, petroleum and other petroleum by products, asbestos, explosives, PCBs, radioactive material or any "hazardous" or "toxic" material, substance, or waste which is defined by those or similar terms or is regulated as such under any applicable statute, law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Leased Parcel, or utility and ingress and egress easements or any portion thereof or its use, including any material, substance or waste which is defined as: (i) a "hazardous substance" under the Water Pollution Control Act (33 U.S.C Section 1301 et seq., as amended); (ii) "hazardous waste" under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq., as amended); (iii) a "hazardous substance" or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any other superfund law); (iv) a "hazardous chemical" under 29 C.F.R. Part 1910; or (v) a "pollutant" or "contaminant" under 42 U.S.C. Section 9601. These indemnifications shall survive the expiration or termination of this Agreement.

27.0 **Liens.** AT&T shall keep the Leased Parcel and utility and ingress and egress easements free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by or on behalf of AT&T. AT&T shall also hold the City harmless against any such liens and shall take immediate action to remove any such lien should one be filed against any property owned by the City as a result of work performed or as a result of under this Agreement for or on behalf of AT&T. If any mechanic's lien or other lien, charge or order for payment of money is filed as

a result of the act or omission of AT&T in connection with this Agreement, AT&T will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within sixty (60) days after notice from City thereof. If AT&T fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then City will be entitled to do so at AT&T's expense.

28.0 Condemnation. If the whole of the Leased Parcel or utility and ingress and egress easements, or such portion thereof as will make said parcel unusable for the purposes herein, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between AT&T and City as of that date. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for AT&T will include, where applicable, the value of its communication facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis. AT&T shall not be permitted to share in any real estate compensation as a result of a condemnation, except the right to recover for the aforementioned awards.

29.0 Damage or Destruction. Notwithstanding any other provision of this Agreement, AT&T shall bear the risk of loss or damage to its communications equipment and personal property on the Leased Parcel, Tower, and utility and ingress and egress easements, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. Under no circumstances under this Agreement will the City be liable to AT&T for economic loss, lost profits, loss of business, loss of market share, or any other incidental, punitive, special, or consequential damages of any nature whatsoever even if informed of the possibility of such damages.

If available, the City and AT&T agree to negotiate in good faith for the location of the placement of a temporary transmission and reception facilities on the Leased Parcel or adjacent owned City Property until such time as AT&T is able to activate a replacement transmission facility at another location. If the parties can agree as to a location, such temporary facilities will be governed by all of the terms and conditions of this Agreement, except that reasonable additional rent may be further negotiated.

30.0 Maintenance. AT&T shall be solely responsible for maintaining its communications equipment and personal property in a safe and good condition, working order, and repair, reasonable wear and tear and loss by unavoidable casualty not caused by the negligence of AT&T or other causes beyond AT&T's control excepted. AT&T shall be solely responsible for promptly repairing damage to its communications equipment and personal property, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. AT&T shall keep the Leased Parcel, and utility and ingress and egress easements free of debris and anything dangerous, noxious, or offensive in nature which would create a hazard or undue vibration, heat, or noise in violation of any applicable law or regulation. However, the parties acknowledge that the easements are non-exclusive and AT&T shall only be responsible for remedying or remediating debris, dangerous, noxious, or offensive materials caused or placed by AT&T, its employees, agents, and contractors. AT&T shall not be solely responsible for maintenance and upkeep.

31.0 Utilities. AT&T shall provide for its own utilities and shall be responsible for paying such utilities. City shall cooperate with AT&T in AT&T's effort to obtain utility services to the Leased Parcel by signing such documents or easements as may be required by said utility companies and as may

be lawfully signed by City to further the purpose of this Agreement, provided, however, the foregoing language shall not be interpreted as requiring City to grant to or expedite the consideration of any type of permit, ordinance, resolution or approval. All utilities to the Leased Parcel shall be separately metered in AT&T's name and paid for by AT&T. In the event any public utility is unable to use the aforementioned Leased Parcel, City hereby agrees to cooperate with AT&T in locating an alternative suitable right of way or utility easement either to AT&T or to the public utility at no additional cost to City other than the rental amount stated in this Agreement; provided that to do so is consistent with all requirements of Federal, State and local law and is determined not to be adverse to the public interest.

32.0 Taxes. AT&T shall pay any and all taxes and assessments levied upon and directly attributable to AT&T's communications equipment and personal property used or kept on the Leased Parcel, or utilities and ingress and egress easements. Nothing herein shall require AT&T to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon City.

For any tax amount for which AT&T is responsible under this Agreement, AT&T shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of AT&T, or both AT&T and the City upon City consent (which shall not be unreasonably withheld, conditioned or delayed), with respect to the valuation of the Leased Parcel. City shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by AT&T and any refunds or rebates secured as a result of AT&T's action shall belong to AT&T, to the extent the amounts were originally paid by AT&T.

33.0 Rent. AT&T acknowledges and agrees that AT&T shall pay City, for the Initial Term an annual rental of Thirty Thousand and no/100ths Dollars (\$30,000.00), to be paid for the first lease year and each year thereafter of the Initial Term, commencing on the earlier date that AT&T commences construction or October 1, 2021. All subsequent rental payments shall be due and payable in advance on each anniversary from the effective date of this Agreement. Rental payments shall be made payable to the City of Cocoa or to such other person, firm or place as the City may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment. If AT&T fails to pay the rental proceeds within twenty (20) business days of when due, AT&T shall pay a late fee to City in the amount of five percent (5%) of the delinquent payment.

33.1 Rent Increases. The annual rental for each five (5) year Renewal Term shall be increased by five percent (5%) of the annual installment of annual rental payable during the previous Renewal Term. If at the end of the sixth (6th) five (5) year Renewal 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 six (6) months prior to the end of such term or this Agreement has not otherwise been extended, this Agreement will 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, with or without cause, at least six (6) months prior to the end of such term. Annual rental for this period shall be equal to the rent required to be paid for the last year of the final Renewal Term, plus fifteen percent (15%) of that rental amount, per annum, per additional one (1) year term.

34.0 **Removal of Equipment.** Upon termination of this Agreement, AT&T shall, within ninety (90) days (the "Removal Period"), remove all of its above-ground communications equipment and related improvements from the Leased Parcel and utility and ingress and egress easements and restore said Leased Parcel to its original above grade condition. If such time for removal causes AT&T to remain on the Leased Parcel after the Removal Period, AT&T shall pay rent to the City in the amount of four thousand and no/100ths (\$4,000.00) per month until such time as the removal of the communications equipment and related facilities are completed in accordance with the terms of this Agreement. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Notwithstanding the foregoing, AT&T will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will AT&T be required to remove from the Leased Parcel or the City Property any underground utilities. Upon termination of this Agreement and removal of AT&T's communication equipment and related facilities in accordance with the terms of this Agreement, AT&T shall be released of any liability occurring on the Leased Parcel and City Property and utility and ingress and egress easements arising after such termination and removal. This release shall not include later-discovered or filed claims arising from AT&T's use and occupancy of the Leased Premises during the term of this Agreement.

35.0 **Modification.** Modifications of this Agreement shall only be made in writing signed by both parties.

36.0 **Compliance with Laws.** AT&T shall comply with all local, state, and federal laws and regulations regarding the construction, placement, maintenance and use of AT&T's communications equipment and related facilities on the Leased Parcel. City shall comply with all local, state and federal laws and regulations relating to City's ownership and use of the City Property and any improvements on the City Property.

37.0 **Signs.** AT&T shall not place any sign(s) on the Leased Property, Tower or utility and ingress and egress easements, except as specifically provided herein or as required by law.

38.0 **W-9.** As a condition precedent to payment, City agrees to provide AT&T with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by AT&T, including any change in address.

39.0 **Interference.** City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the AT&T's communication facilities, the operations of AT&T or the rights of AT&T under this Agreement. City will use its best faith efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from AT&T, except where such interference is necessary to serve a public purpose.

40.0 **Radon Gas.** In accordance with Florida law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

41.0 **Future sale of City's Property.** Should the City, at any time during the Term of this Agreement, decide to sell all or any part of its real property which includes the Leased Parcel to a purchaser

other than AT&T, such sale shall be under and subject to this Agreement and AT&T's rights hereunder. City agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Parcel is situated for the placement of other communications facilities if such installation would cause interference to AT&T's ability to receive or transmit wireless communications services from AT&T's communications facilities on the Leased Parcel and/or the Tower.

42.0 **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, AT&T and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

43.0 **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

44.0 **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by City and/or AT&T, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties, except as are required for all other applicants for City services with City acting in its capacity as the governing municipal corporation, not as landlord under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

CITY OF COCOA, FLORIDA

Stockton Whitten, City Manager

Date: _____

ATTEST:

Carie Shealy, City Clerk, MMC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager of the City of Cocoa, Florida, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

Samantha Helgis
Signature of Witness
Samantha Helgis
Printed Name of Witness

Michael Nix
Signature of Witness
MICHAEL NIX
Printed Name of Witness

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corp.

Its: Manager

John Heggy
Print name and title: John Heggy, Area Manager

Date: 9/8/2021

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization, this 8th day of September, 2021, by John Heggy, the Area Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Susan L Nix
(Notary Public Signature)

(Print Name)

Notary Public, State of Florida

Commission No.: GG 284672

My Commission Expires: 12/16/22

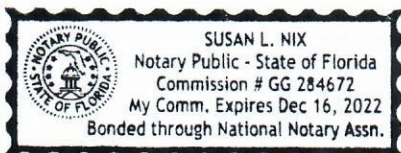


EXHIBIT "A"

Page 1 of 1

The land is a site located at 2003 Michigan Avenue, situated in the City of Cocoa, County of Brevard County, State of Florida commonly described and/or depicted as follows:

PARENT TRACT

A PORTION OF SECTION 19, TOWNSHIP 24, SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AT&T MOBILITY LEASE PARCEL

COCOA COMMONS FA No.14386094

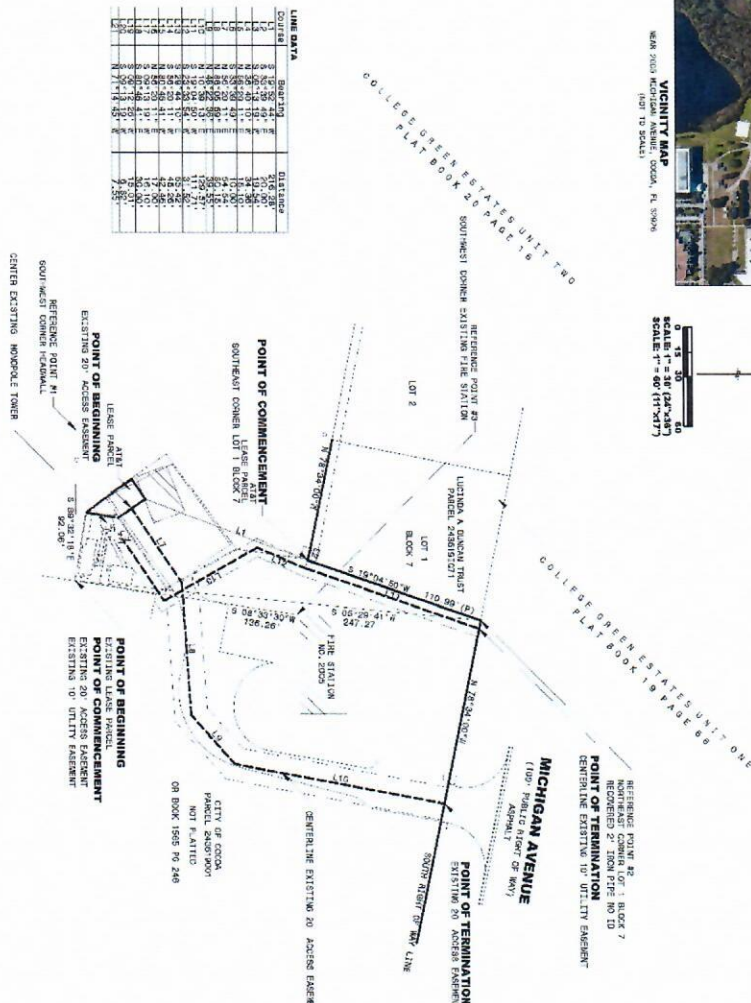
A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 20°43'12" WEST, A DISTANCE OF 105.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°39'49" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 09°13'19" WEST, A DISTANCE OF 19.54 FEET; THENCE NORTH 36°40'10" WEST, A DISTANCE OF 34.36 FEET; THENCE NORTH 56°20'11" EAST, A DISTANCE OF 15.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.0090 ACRES OR 392 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"
Page 1 of 4



SEE SHEET 2 OF 3 FOR COMPOUND DETAILS
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS

[illegible]

**CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF
AIA[®]
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.**



| | | |
|--|--------------------------------|--|
| A PORTION OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA | | |
| ALL WELL | 24-0-2000 CANTON NORTH 1, INC. | |
| SAC. | 177 | |

SURVEYOR'S NOTES

- [illegible]

SEE SHEET 1 OF 3 FOR SURVEY INFORMATION
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS

POINT OF BEGINNING
LEASE PARCEL
SOUTHEAST CORNER LOT 1 BLOCK 7
EXISTING 10' UTILITY EASEMENT

REFERENCE POINT #5
SOUTHEAST CORNER EXISTING FIRE STATION
CITY OF COCOA
PARCEL 344838001
NET PLANTED

SITE BENCHMARK
8" IRON AND BRASS I.B. NO. 8187
ELEVATION 29.32' (I.L.A.V.D. 1989) (M.S.L.)

CENTERLINE EXISTING 20' ACCESS EASEMENT
EXISTING 20' ACCESS EASEMENT

COVERED DRAINAGE
UNDERGROUND UTILITY BOX (TYPICAL)
UTILITY POLE (TYPICAL)
NEES (TYPICAL)
POINT OF BEGINNING
LEASE PARCEL
INSPECTION POINT (TYPICAL)

0" CHAIN LINK FENCE BATTERED (TYPICAL)

6" 6" 1/2" HIGH R.O. AND C.A.

(I.L.B. NO. 8192) (TYPICAL)

POINT OF BEGINNING
EXISTING 20' ACCESS EASEMENT

ONCE-THRU WIRE (TYPICAL)

LEASE PARCEL

LIQUID PNEUMATIC TANK

REFERENCE POINT #1
SOUTHWEST CORNER HEADQUARTERS, WAVE GULF INDOOR

7" CHAIN LINK FENCE WITH BARBED WIRE (TYPICAL)

COMMUNICATION EQUIPMENT ON CONCRETE PAD
POST (TYPICAL)
—COMMUNICATION EQUIPMENT ON CONCRETE PAD
ELECTRICITY H-POLE (TYPICAL)

POINT OF BEGINNING

POINT OF COMMENCEMENT

EXISTING 10' UTILITY EASEMENT
EXISTING 20' ACCESS EASEMENT
SOUTHWEST CORNER OF EXISTING LEASE PARCEL

LINE DATA

| STATION | BEARING | DISTANCE |
|---------|-----------------|----------|
| 1 | S 89° 00' 00" E | 10.00 |
| 2 | S 89° 00' 00" E | 10.00 |
| 3 | S 89° 00' 00" E | 10.00 |
| 4 | S 89° 00' 00" E | 10.00 |
| 5 | S 89° 00' 00" E | 10.00 |
| 6 | S 89° 00' 00" E | 10.00 |
| 7 | S 89° 00' 00" E | 10.00 |
| 8 | S 89° 00' 00" E | 10.00 |
| 9 | S 89° 00' 00" E | 10.00 |
| 10 | S 89° 00' 00" E | 10.00 |
| 11 | S 89° 00' 00" E | 10.00 |
| 12 | S 89° 00' 00" E | 10.00 |
| 13 | S 89° 00' 00" E | 10.00 |
| 14 | S 89° 00' 00" E | 10.00 |
| 15 | S 89° 00' 00" E | 10.00 |
| 16 | S 89° 00' 00" E | 10.00 |
| 17 | S 89° 00' 00" E | 10.00 |
| 18 | S 89° 00' 00" E | 10.00 |
| 19 | S 89° 00' 00" E | 10.00 |
| 20 | S 89° 00' 00" E | 10.00 |
| 21 | S 89° 00' 00" E | 10.00 |
| 22 | S 89° 00' 00" E | 10.00 |
| 23 | S 89° 00' 00" E | 10.00 |
| 24 | S 89° 00' 00" E | 10.00 |
| 25 | S 89° 00' 00" E | 10.00 |
| 26 | S 89° 00' 00" E | 10.00 |
| 27 | S 89° 00' 00" E | 10.00 |
| 28 | S 89° 00' 00" E | 10.00 |
| 29 | S 89° 00' 00" E | 10.00 |
| 30 | S 89° 00' 00" E | 10.00 |
| 31 | S 89° 00' 00" E | 10.00 |
| 32 | S 89° 00' 00" E | 10.00 |
| 33 | S 89° 00' 00" E | 10.00 |
| 34 | S 89° 00' 00" E | 10.00 |
| 35 | S 89° 00' 00" E | 10.00 |
| 36 | S 89° 00' 00" E | 10.00 |
| 37 | S 89° 00' 00" E | 10.00 |
| 38 | S 89° 00' 00" E | 10.00 |
| 39 | S 89° 00' 00" E | 10.00 |
| 40 | S 89° 00' 00" E | 10.00 |
| 41 | S 89° 00' 00" E | 10.00 |
| 42 | S 89° 00' 00" E | 10.00 |
| 43 | S 89° 00' 00" E | 10.00 |
| 44 | S 89° 00' 00" E | 10.00 |
| 45 | S 89° 00' 00" E | 10.00 |
| 46 | S 89° 00' 00" E | 10.00 |
| 47 | S 89° 00' 00" E | 10.00 |
| 48 | S 89° 00' 00" E | 10.00 |
| 49 | S 89° 00' 00" E | 10.00 |
| 50 | S 89° 00' 00" E | 10.00 |
| 51 | S 89° 00' 00" E | 10.00 |
| 52 | S 89° 00' 00" E | 10.00 |
| 53 | S 89° 00' 00" E | 10.00 |
| 54 | S 89° 00' 00" E | 10.00 |
| 55 | S 89° 00' 00" E | 10.00 |
| 56 | S 89° 00' 00" E | 10.00 |
| 57 | S 89° 00' 00" E | 10.00 |
| 58 | S 89° 00' 00" E | 10.00 |
| 59 | S 89° 00' 00" E | 10.00 |
| 60 | S 89° 00' 00" E | 10.00 |
| 61 | S 89° 00' 00" E | 10.00 |
| 62 | S 89° 00' 00" E | 10.00 |
| 63 | S 89° 00' 00" E | 10.00 |
| 64 | S 89° 00' 00" E | 10.00 |
| 65 | S 89° 00' 00" E | 10.00 |
| 66 | S 89° 00' 00" E | 10.00 |
| 67 | S 89° 00' 00" E | 10.00 |
| 68 | S 89° 00' 00" E | 10.00 |
| 69 | S 89° 00' 00" E | 10.00 |
| 70 | S 89° 00' 00" E | 10.00 |
| 71 | S 89° 00' 00" E | 10.00 |
| 72 | S 89° 00' 00" E | 10.00 |
| 73 | S 89° 00' 00" E | 10.00 |
| 74 | S 89° 00' 00" E | 10.00 |
| 75 | S 89° 00' 00" E | 10.00 |
| 76 | S 89° 00' 00" E | 10.00 |
| 77 | S 89° 00' 00" E | 10.00 |
| 78 | S 89° 00' 00" E | 10.00 |
| 79 | S 89° 00' 00" E | 10.00 |
| 80 | S 89° 00' 00" E | 10.00 |
| 81 | S 89° 00' 00" E | 10.00 |
| 82 | S 89° 00' 00" E | 10.00 |
| 83 | S 89° 00' 00" E | 10.00 |
| 84 | S 89° 00' 00" E | 10.00 |
| 85 | S 89° 00' 00" E | 10.00 |
| 86 | S 89° 00' 00" E | 10.00 |
| 87 | S 89° 00' 00" E | 10.00 |
| 88 | S 89° 00' 00" E | 10.00 |
| 89 | S 89° 00' 00" E | 10.00 |
| 90 | S 89° 00' 00" E | 10.00 |
| 91 | S 89° 00' 00" E | 10.00 |
| 92 | S 89° 00' 00" E | 10.00 |
| 93 | S 89° 00' 00" E | 10.00 |
| 94 | S 89° 00' 00" E | 10.00 |
| 95 | S 89° 00' 00" E | 10.00 |
| 96 | S 89° 00' 00" E | 10.00 |
| 97 | S 89° 00' 00" E | 10.00 |
| 98 | S 89° 00' 00" E | 10.00 |
| 99 | S 89° 00' 00" E | 10.00 |
| 100 | S 89° 00' 00" E | 10.00 |

SCALE 1" = 20' (1" = 41.7')

SEE SHEET 1 OF 2 FOR SURVEY INFORMATION

USA
ENGINEERING

BOUNDARY SURVEY
AT&T
COCOA COOKING PALMBOSS
PARCEL 344838001
BREVARD COUNTY, FLORIDA

DATE: 07/25/2015
BY: J. L. S. 11/15
PROJECT NO: 2015-001
SHEET NO: 1 OF 3

**LEGAL DESCRIPTIONS
(AS PROVIDED BY CLIENT)**

COCOA COMMONS FA No. 14386034

| EXISTING 765 SQUARE FEET LEASE AREA | EXISTING 765 SQUARE FEET LEASE AREA |
|--|--|
| LYONS WITHIN THE FOLLOWING DESCRIBED PAVEMENT TRACT: | LYONS WITHIN THE FOLLOWING DESCRIBED PAVEMENT TRACT: |
| A PORTION OF SECTION 16, TOWNSHIP 24, SOUTH, | A PORTION OF SECTION 16, TOWNSHIP 24, SOUTH, |
| RANGE 26 EAST, DEED NO. 10000, PAGE 249 OF THE "VALLEY | RANGE 26 EAST, DEED NO. 10000, PAGE 249 OF THE "VALLEY |
| RECORDS OF BROWN COUNTY, IOWA. | RECORDS OF BROWN COUNTY, IOWA. |
| AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: | AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: |

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

[illegible]

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT

[illegible]

LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TRACT:

[illegible][illegible][illegible]

EXHIBIT "C"

Page 1 of 2

20.00 FEET WIDE ACCESS EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.
2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41" E, 247.27 FEET FROM SAID POINT OF BEGINNING.
3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°46'41" W, 42.46 FEET; THENCE RUN N 09°13'19" E, 19.54 FEET; THENCE RUN N 33°39'49" E, 10.00 FEET TO POINT OF BEGINNING: THENCE RUN N 56°20'11" E, 54.54 FEET; THENCE RUN N 86°05'59" E, 80.15 FEET; THENCE RUN N 48°22'36" E, 39.55; THENCE RUN N 10°39'13" E, 129.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT THE ANGLE POINTS OF PROJECT BOUNDARIES.

10.00 FEET WIDE UTILITY EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.
2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41" E, 247.27 FEET FROM SAID POINT OF BEGINNING.
3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°46'41" W, 42.46 FEET; THENCE RUN N 09°13'19" E, 19.54 FEET; THENCE RUN N 56°20'11" E, 17.00 FEET; THENCE RUN S 09°13'19" W, 6.82 FEET TO THE POINT OF BEGINNING; THENCE RUN N 56°20'11" E, 45.26 FEET; THENCE RUN N 29°44'10" W, 65.42 FEET; THENCE RUN N 23°33'64" E, 31.52 FEET TO THE POINT TO BE FURTHER KNOWN AS "POINT A"; THENCE RUN N 70°55'10" W, 12.54 FEET; THENCE RETURN TO "POINT A"; THENCE RUN N 19°04'50" E, 111.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROJECT BOUNDARIES.