

Prepared By and Upon Recording, Return to:

**Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606**

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Tenant Site ID: Pompano Beach Tower / 118402

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this _____ day of _____, 20__, by and the City of Pompano Beach, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR," and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), herein referred to as "TENANT".

1. LESSOR is the owner of certain real property owned by Broward County located at the Broward County Streets and Highways Complex at 1600 N.W. 30th Avenue, Pompano Beach, Florida, Broward County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"). The Property is described on Exhibit A attached hereto and incorporated herein by reference.
2. LESSOR and TENANT have entered into a Lease Agreement (the "Agreement") on _____, 20__, for a term of 10 years, commencing on the first day of the month following the Effective Date of the Agreement. The lease term is subject to extension as per the terms and conditions of the Agreement.
3. Pursuant to the Agreement, LESSOR leases to TENANT certain space on LESSOR's transmission tower located upon the Property as well as a certain portion of the Property containing approximately 128 square feet (the "Premises").
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 TENANT. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on the following two (2) pages.]

IN IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the date set forth above.

“TENANT”:

Witnesses:

Cellco Partnership
d/b/a Verizon Wireless

_____ By: _____

_____ _____
Typed or Printed Name

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ as _____ of Cellco Partnership d/b/a Verizon Wireless on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Legal Description of the Property

The S-1/2 of the SE-1/4 of the NW-1/4 of the SW-1/4 and all that portion of the W-1/2 of the SW-1/4 of the SW-1/4, lying East of Florida's Turnpike, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the SW-1/4 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the W-1/2 of the SW-1/4 of the SE-1/4, less the South 50.00 feet thereof, all in Section 21, Township 48 South, Range 42 East. Together with the NE-1/4 of the NW-1/4, less the North 50.00 feet and the West 30.00 feet thereof, and the SE-1/4 of the NW-1/4, less the West 30.00 feet thereof, and the NE-1/4 of the SW-1/4, less the West 30.00 feet and the South 100.00 feet thereof, and the NW-1/4 of the SE-1/4, less the South 100.00 feet and the East 100.00 feet thereof, and also less and except that external area of a 150.00 feet radius, lying between the Tangents and lying in the SE corner of the said NW-1/4 of the SE-1/4; and the South 1/2 of the SW-1/4 of the NE-1/4, less the North 100.00 feet and the East 100.00 feet thereof; also less and except that external area of a 150.00 feet radius lying between the Tangents and lying in the NE corner of the said S-1/2 of the SW-1/4 of the NE-1/4; and the NW-1/4 of the SW-1/4 of the NE-1/4, less the East 50.00 feet thereof; and the W-1/2 of the NW-1/4 of the NE-1/4, less the North 50.00 feet and the East 50.00 feet thereof; all in the Section 28, Township 48 South, Range 42 East.