

**GROUND LEASE AGREEMENT
BETWEEN CITY OF TAMARAC AND BROWARD COUNTY**

This GROUND LEASE AGREEMENT (“Agreement”) between the City of Tamarac, a municipal corporation of the State of Florida, whose address is 7525 NW 88 Avenue, Tamarac, Florida 33321 (“City”), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). City and County are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

A. City is the owner of the Property, as defined below in Section 2, located at approximately 1200 Sheridan Street, Hollywood, Florida.

B. County previously conveyed the Property to City pursuant to Section 8.13 of the Broward County Charter in order to permit the Property to be used for the construction and operation of a radio tower and related equipment for County’s emergency communications network.

C. County desires to lease the Property from City, and City agrees to lease the Property to County, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Property.** City is the owner of that certain real property, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement (“Property”). City hereby leases to County, and County hereby leases from City, the Property.

3. **Term.** The term of this Agreement shall be fifty (50) years (“Initial Term”) commencing on the first day of the calendar month following the Effective Date (“Commencement Date”); if the Effective Date is the first day of the month, the Commencement Date shall be the Effective Date. Thereafter, the term shall automatically renew for three (3) consecutive ten (10) year periods upon the same terms and conditions of this Agreement, for a total renewal period of up to thirty (30) additional years (“Extended Term”). The Initial Term, and any Extended Term, are collectively referred to herein as the “Term.” Upon termination of the Extended Term, if requested by County, the Parties agree to enter into a subsequent lease on the same terms stated in this Agreement,

including without limitation the same financial and durational terms, and other customary lease terms as to which neither Party shall unreasonably object.

4. **Rent.**

- 4.1 Commencing on the Commencement Date, County shall pay to City rent (“Rent”) as provided in this Section 4. The Rent shall be due on the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term. All payments shall be made in lawful money of the United States within ten (10) days after their due date.
- 4.2 For the first year of the Term, Rent will be in an amount equal to Sixty-Two Thousand Four Hundred Dollars (\$62,400.00).
- 4.3 The Rent shall be adjusted annually on each anniversary of the Commencement Date during the Term (each annual adjustment date being hereinafter referred to as a “Rent Adjustment Date”). On a Rent Adjustment Date, the Rent shall be increased by an amount equal to the product of (i) the Rent paid immediately preceding the Rent Adjustment Date then at hand; and (ii) two (2%) percent.
- 4.4 If this Agreement is terminated under any provision of this Agreement, City shall prorate Rent to the effective date of the termination (“Termination Date”). County shall be obligated to pay Rent for the period up to, but not including, the Termination Date. City shall return to County prepaid Rent (if any) allocable to any period on and after the Termination Date.

5. **County’s Use of Property.**

- 5.1 County and its employees, agents, contractors, invitees, and guests shall have the right to use, access, and occupy the Property for park purposes as defined in Section 8.13 of the Broward County Charter and for the purposes of constructing, maintaining, inspecting, repairing, removing, and operating (i) a telecommunications tower site, including a radio tower, antennas, and other public safety communications equipment (“Tower”); and (ii) an equipment building and other facilities necessary or useful to improve public safety radio communication services in the areas serviced by County (“Ground Facilities”).
- 5.2 County shall be responsible for obtaining all necessary approvals, permits, and licenses required by any governmental authority for County’s use of the Property. City agrees to cooperate with County’s efforts to obtain necessary approvals, permits and licenses. City agrees to execute, within seven (7) calendar days after County’s

request, any consents required by any governmental authority as part of County's application for such approvals, permits, and licenses.

- 5.3 During the Term of this Agreement, County shall not use or occupy the Property in violation of any law, ordinance, order, rule, regulation, or other governmental requirement.

6. **Utilities; Security; and Access.** County shall be responsible for all utilities, security, maintenance, and repair related to the Property. During the Term, City shall only access the Property after receiving County's prior written consent. County may restrict City's access to the Property as County determines appropriate, based upon County's use of the Property.

7. **Alterations, Improvements, and Personalty.**

- 7.1 County, in its sole discretion, may make structural or nonstructural alterations or additions to the Property that County deems necessary or useful to improve County's use of the Property.

7.2 **Improvements.**

7.2.1 All structural alterations and additions to the Property, including all the Tower, Ground Facilities, and all other structures, facilities, fixtures, pavements, and improvements (collectively, "Improvements") shall remain the exclusive property of County.

7.2.2 The Improvements shall be installed, maintained, and operated on the Property at County's sole risk and obligation. City shall not be liable for any damage to the Improvements, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by City.

7.3 **Personalty.**

7.3.1 All nonstructural alterations or additions to the Property ("Personalty") shall be and remain the exclusive property of County.

7.3.2 Personalty shall be placed, maintained, and operated on the Property at County's sole risk and obligation. City shall not be liable for any damage to the Personalty, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by City.

7.4 Upon the expiration or earlier termination of this Agreement, County shall have no obligation to remove its Improvements or Personalty from the Property.

8. **Insurance.**

8.1 To the extent permitted by law, and without either Party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each Party is responsible for all personal injury and property damage caused, either by commission or omission, by that Party or the officers, employees, or agents thereof.

8.2 Each Party acknowledges, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either Party, except to the extent provided by Section 768.28, Florida Statutes. Both Parties reserve the right to require other insurance coverage that both Parties deem mutually necessary depending upon the risk of loss and exposure to liability.

8.3 County shall require its contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required and approved by County's Risk Department.

9. **Default.**

9.1 The following shall constitute a "County Default": County materially breaches any term, covenant, or condition that this Agreement requires County to perform, and the breach continues for a period of thirty (30) days after County receives written notice from City, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) days but is timely commenced and is diligently prosecuted.

9.2 The following shall constitute a "City Default": City materially breaches any term, covenant, or condition that this Agreement requires City to perform, and the breach continues for a period of thirty (30) days after City receives written notice from County, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) days but is timely commenced and is

diligently prosecuted.

10. **Remedies.**

10.1 If a County Default occurs, then City's only remedy is pay the amount or perform the obligation that County has failed to do, at the expense of County, without waiving any of its rights under this Agreement. If City elects the remedy provided herein, within thirty (30) day after City has incurred costs under this provision, City shall invoice County for the cost City incurred to pay the amount or perform the obligation and County shall pay such amount invoiced in accordance with the Broward County Prompt Payment Policy, Section 1-51.6, Broward County Code of Ordinances.

10.2 If a City Default occurs, then County may:

10.2.1 Immediately terminate this Agreement by giving written notice thereof, which termination will be effective upon the date specified in such notice; or

10.2.2 Pay the amount or perform the obligation that City has failed to do, at the expense of City, without waiving any of its rights under this Agreement. If County elects the remedy provided herein, County shall deduct costs incurred from future Rent payments upon presentation of a certified invoice detailing the expense incurred.

11. **Liens.** The Parties or their employees, agents, or contractors shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of City in and to the Property. Each Party shall be responsible for the satisfaction or payment for any work, labor, material or services claiming by, through, or under such Party. Each Party shall also be responsible for its own actions, and shall be responsible for its own attorneys' fees and expenses in the event of any litigation filed to enforce any provision of this Agreement. In the event any lien is placed on the Property, such liens shall be discharged by the responsible Party within ten (10) business days after receiving written notice from the other Party of the filing thereof, by bonding, payment, or otherwise.

12. **Environmental Contamination.** County shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Property, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Property but shall only be disposed of by means of a duly licensed hazardous waste disposal service. County shall obtain and maintain throughout the Term all licenses and permits required in connection

with County's activities that may involve hazardous or toxic materials. County shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes, and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect.

13. **Transfers; Purchase Options.**

13.1 **No Transfer of Property.** During the Term, City shall not sell or otherwise transfer the Property without the prior written consent of County.

13.2 **Purchase Options.**

13.2.1 Any time after five (5) years after the Effective Date, County may elect to purchase the Property from City for the nominal amount of Ten Dollars (\$10.00).

13.2.2 If County, in its sole discretion, decides not to construct the Tower or Ground Facilities, at any time during the Term, County may elect to purchase the Property from City for the nominal amount of Ten Dollars (\$10.00).

If County elects to purchase the Property under this Section 13.2, County shall prepare, and City shall execute (and shall authorize an appropriate signatory to execute), all closing documents necessary to effectuate County's purchase of the Property. If such purchase occurs, this Agreement shall terminate effective upon of the Property conveyance to County, in which event neither Party shall have any further rights or obligations under this Agreement.

14. **Statement of Intent.** The Parties acknowledge that the purpose of this Agreement is to permit County's use of the Property to construct and operate a radio communications tower for County's emergency radio system. In order for the Property to be used for this purpose, the Broward County Charter requires that the Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to City, County funded the purchase by City of certain property located in Davie ("Swap Property"), which Swap Property was exchanged for the Property. Accordingly, ownership of the Property was transferred to City to be leased back to County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

15. **Force Majeure.** If a fire, casualty, or other causes beyond the reasonable control of the Parties damages all or part of the Tower, Ground Facilities, Improvements, Personality, or Property, then County, it is sole discretion, may rebuild the damaged property.

16. **Radon Gas.** 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 the County Public Health Unit.

17. **Severability.** In the event any part of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

18. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Email Address: bhenry@broward.org

With a copy to:

Office of Regional Communications and Technology Director
Broward County
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301
Email Address: tjackson@broward.org

And

Real Property Development Director
Broward County
115 S. Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Email Address: Imahoney@broward.org

And

County Attorney
Broward County
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email Address: ameyers@broward.org and aashton@broward.org

FOR CITY:

Director of IT
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
Email Address: levent.sucuoglu@tamarac.org

And

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
Email Address: michael.cernech@tamarac.org

With a copy to:

City Attorney
City of Tamarac
Ottinot Law, P.A.
5944 Coral Ridge Dr PM 201
Coral Springs, FL 33076-3300
Email Address: hans.ottinot@tamarac.org

20. **County Administrator.** Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the County Administrator may act on behalf of County under this Agreement. The “County Administrator” is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

21. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and County.

22. **Materiality and Waiver of Breach.** City and County agree that each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and that each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

23. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

24. **Independent Contractor.** Each Party is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created by this Agreement. The Parties do not extend to each other any authority of any kind to bind one

another in any respect whatsoever.

25. **Third-Party Beneficiaries.** Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

26. **Compliance with Laws.** City and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing or exercising their respective duties, responsibilities, rights, and obligations under this Agreement.

27. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

28. **Recording.** County, at County's sole cost, shall record this Agreement in the Official Records of Broward County, Florida, within seven (7) days after the Effective Date. Upon the expiration of this Agreement, City is hereby authorized to record a notice of termination in the Official Records of Broward County, Florida, and such notice shall be deemed conclusive evidence that the Agreement has been terminated and no longer in force or effect.

29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

30. **Incorporation by Reference.** Attached **Exhibit A** is incorporated into and made a part of this Agreement.

31. **Representation of Authority.** Each individual executing this Agreement hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of that Party and does so with full legal authority.

32. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__ (Agenda Item No. ____), and CITY OF TAMARAC, signing by and through its City Manager, duly authorized to execute same by City Commission action on the ____ day of _____, 20__.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

Signature of Witness 1

By: _____

Bertha Henry
County Administrator

Print Name of Witness 1

____ day of _____, 20__

Signature of Witness 2

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name of Witness 2

By: _____

Annika E. Ashton (Date)
Deputy County Attorney

**GROUND LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF TAMARAC**

CITY

ATTEST:

CITY OF TAMARAC, by and through its City
Manager

CITY CLERK

By: _____

(CITY SEAL)

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form

By _____
CITY ATTORNEY

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION:

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the

point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).