

Upon Recording, Return to:

DISH Wireless L.L.C.  
Attention: Lease Administration  
5701 S. Santa Fe Dr.  
Littleton, CO 80120  
**Re: MIMIA00746A**

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(Space above for Recorder's Office)

### MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement ("**Memorandum**") made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Port St. Lucie, a municipal corporation ("**Landlord**"), having a place of business at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Ground Lease Agreement ("**Agreement**") with an effective date of \_\_\_\_\_, 2024, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, is the owner of a certain portion of real property located at 281-TW NW St. James Drive, Port St. Lucie, FL 34984 being more particularly described in **Exhibit C-1** attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, ground space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit C-2**, attached hereto and made a part herein (the "**Premises**"), that includes certain right of way grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in Exhibit B) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.
4. The Agreement has an Initial Term of five (5) years commencing on the Commencement Date, as set forth in the Agreement. The Initial Term shall automatically be extended for up to seven (7) additional terms of five (5) years each unless the Parties elect not to renew the Agreement in the manner prescribed in the Agreement.

5. If all options to renew are exercised, the Agreement will have a term of forty (40) years from the Commencement Date.
6. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
7. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

*[Signature page follows. Reminder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

**TENANT:**

**DISH WIRELESS L.L.C.**

By: 

Name: Satish Sharma  
Executive VP

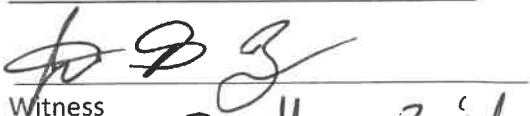
Its: DISH Wireless

Date: 10/7/2024

**WITNESSES:**



Witness  
Print Name: Nicole Studer  
Address: 9101 S. Santa Fe Dr



Witness  
Print Name: Jonathan Zeigler  
Address: 5701 S Santa Fe Dr

**LANDLORD:**

**CITY OF PORT ST. LUCIE**

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

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

Its: \_\_\_\_\_

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

**WITNESSES:**

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

LANDLORD'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_(person/company) to me known to be the identical person who executed the within and foregoing instrument as its \_\_\_\_\_(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said \_\_\_\_\_(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

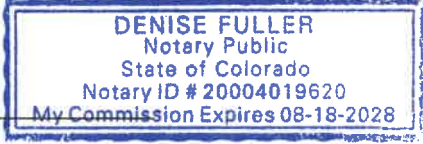
TENANT'S ACKNOWLEDGMENT

STATE OF Colorado )

COUNTY OF Archae ) SS: )

On this 7<sup>th</sup> day of Oct, 2021, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Saksh Sharma of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its EMP (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
Commission No: \_\_\_\_\_

## Exhibit C-1: Legal Description

### **LEGAL DESCRIPTION OF DISH WIRELESS 5'X7' LEASE AREA**

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 922 AT PAGE 1158, ALSO BEING IN TRACT M OF PORT OF ST. LUCIE-SECTION 25 RECORDED IN PLAT BOOK 13 AT PAGE 32 OF THE ST. LUCIE COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL IN THE CENTER OF THE INTERSECTION OF ST. JAMES DRIVE AND ROYCE AVENUE, SAID NAIL BEING LOCATED NORTH 00°17'51" WEST A DISTANCE OF 437.25 FEET FROM A NAIL & DISK, MARKED "LB6790", IN THE CENTERLINE OF SAID ST. JAMES DRIVE, SAID COMMENCING NAIL HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,092,246.95', AND EASTING = 867,051.99'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°31'57" WEST A DISTANCE OF 165.00 FEET TO A POINT ON THE EASTERLY LINE OF A 10.60 ACRE TRACT AS SHOWN ON SAID PLAT BOOK 13 PAGE 32, PASSING AN EXISTING NAIL & DISK, STAMPED "PLS4198", AT 40.00 FEET; THENCE ALONG SAID EASTERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 566.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT M; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT M, SOUTH 89°31'57" WEST A DISTANCE OF 385.05 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 133.87 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,091,541.93', AND EASTING = 866,505.59'; THENCE, FROM THE POINT OF BEGINNING, NORTH 90°00'00" EAST A DISTANCE OF 7.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 00°00'00" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 35.00 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.

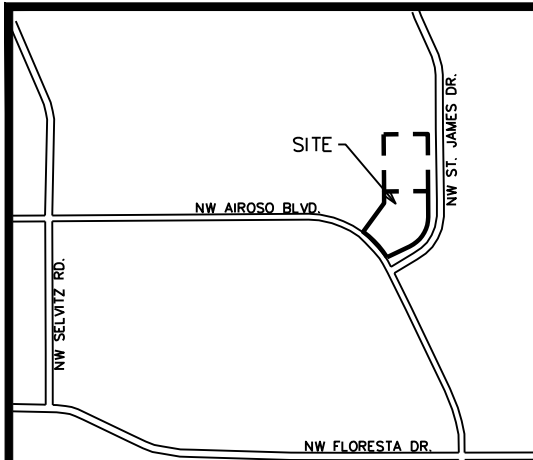
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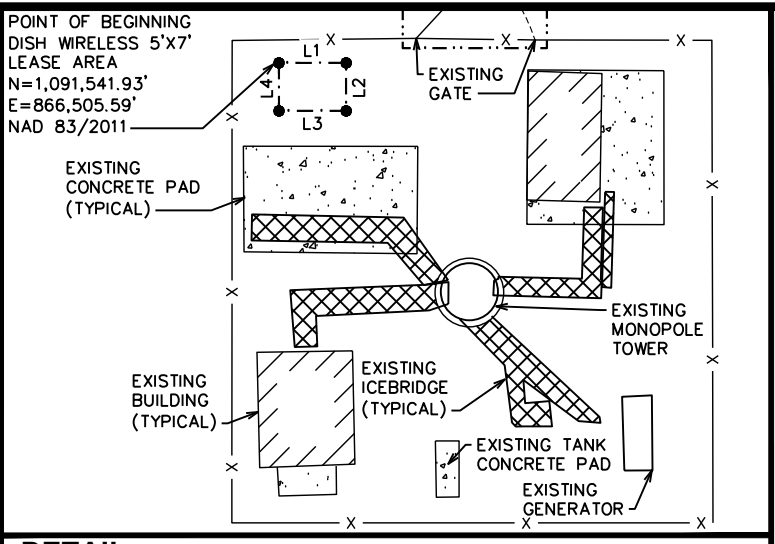
CONTAINING AN AREA OF 17,534 SQUARE FEET



**VICINITY MAP** n.t.s.

- NOTES:**
1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON SEPTEMBER 23, 2024; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.
  2. THIS SURVEY IS FOR THE PRELIMINARY PLAT OF PROPOSED TELECOMMUNICATIONS LEASE AREA, TO BE SURVEYED UPON FINAL CONSTRUCTION. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.
  3. AREA COMPUTED BY COORDINATE GEOMETRY
  4. DEED REFERENCE: OFFICIAL RECORDS BOOK 922, PAGE 1158
  5. PLAT REFERENCE: PLAT BOOK 13, PAGE 32
  6. PID # 3420-620-0004-000-1
  7. THIS MAP IS NOT AN ALTA/NSPS LAND TITLE SURVEY. SEE SHEET 3 FOR TITLE REPORT
  8. NO UNDERGROUND UTILITIES OBSERVED AT TIME OF SURVEY.
  9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY
  10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL# 12111C0278K, EFFECTIVE FEBRUARY 19, 2020.
  11. LESSEE INFORMATION:  
DISH WIRELESS  
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120
  12. PROPERTY OWNER INFORMATION:  
CITY OF PORT ST. LUCIE  
121 SW PORT ST. LUCIE BOULEVARD  
PORT ST. LUCIE, FL 34984

REV	DATE	ISSUED FOR	INITIALS
0	10/07/2024	PRELIMINARY	DDS



**DETAIL** SCALE: 1" = 20'

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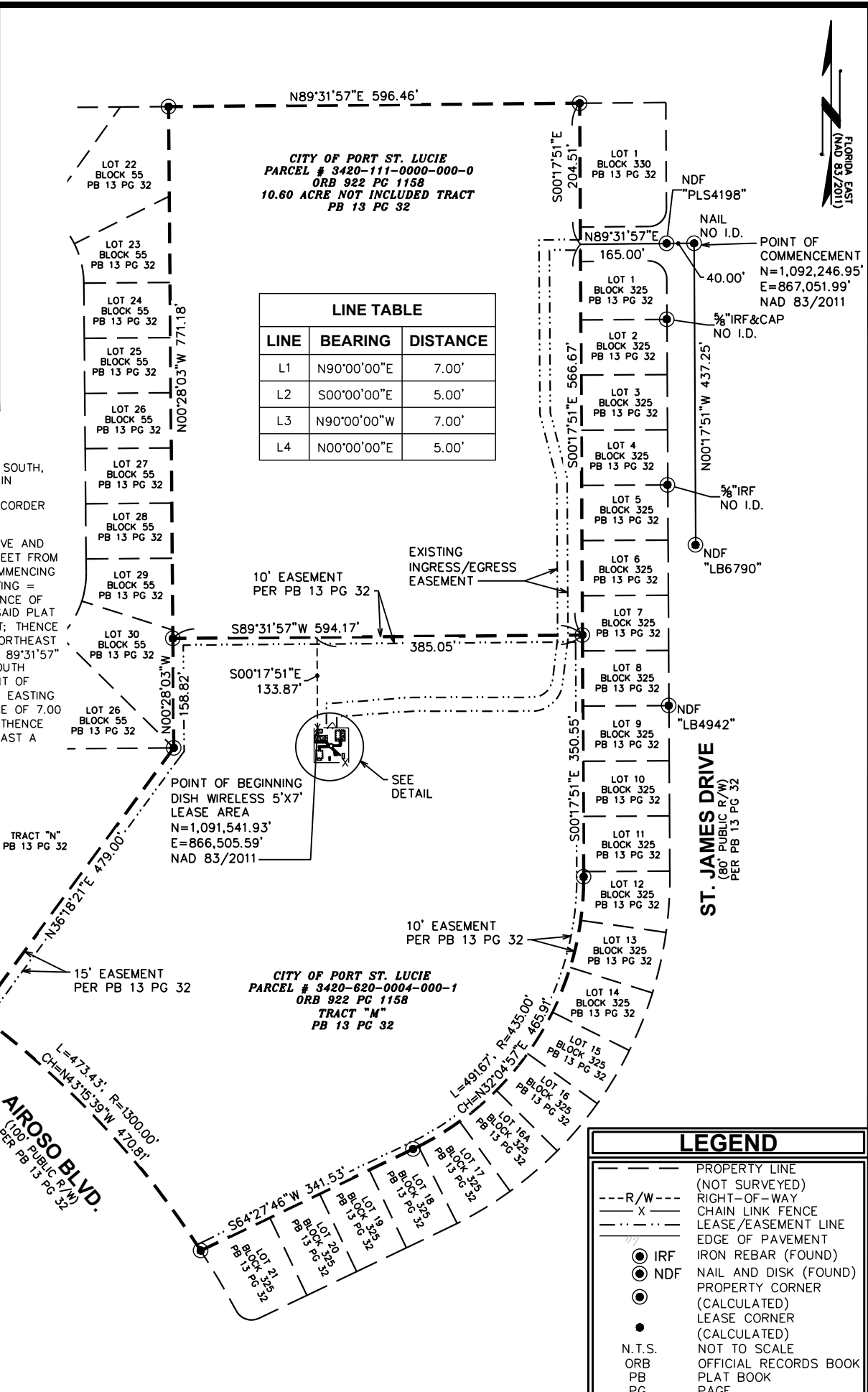
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CONTAINING AN AREA OF 17,534 SQUARE FEET



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N90°00'00"E	7.00'
L2	S00°00'00"E	5.00'
L3	N90°00'00"W	7.00'
L4	N00°00'00"E	5.00'

**LEGEND**

---	PROPERTY LINE (NOT SURVEYED)
---	RIGHT-OF-WAY
X	CHAIN LINK FENCE
---	LEASE/EASEMENT LINE
---	EDGE OF PAVEMENT
●	IRON REBAR (FOUND)
●	NAIL AND DISK (FOUND)
●	PROPERTY CORNER (CALCULATED)
●	LEASE CORNER (CALCULATED)
●	NOT TO SCALE
●	OFFICIAL RECORDS BOOK
●	PLAT BOOK
●	PAGE



5906 BRECKENRIDGE PARKWAY, SUITE A  
TAMPA, FLORIDA 33610  
COA # LB8217

SHEET #: 1 OF 2 TEP #: 25990

**"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"**

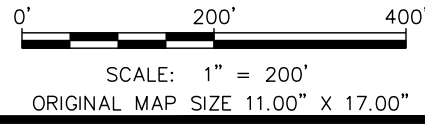
**FOR REVIEW PURPOSES ONLY**

**MIMIA00746A  
SEC. 20 - T36S - R40E**

281 NW SAINT JAMES DRIVE  
PORT ST. LUCIE, FL 34984  
ST. LUCIE COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

**dish WIRELESS**  
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120  
FIELD WORK PERFORMED ON: 09/23/24





## **SCHEDULE B - SECTION II EXCEPTIONS**

TOWER TITLE  
 COMMITMENT FOR TITLE INSURANCE  
 COMMITMENT NO: DISH-185387-PR  
 COMMITMENT EFFECTIVE DATE: 07/28/2024  
 SCHEDULE B - SECTION II

1. "PORT ST. LUCIE SECTION TWENTY FIVE" DATED FEBRUARY 15, 1966 AND RECORDED FEBRUARY 15, 1966 IN (BOOK) 13 (PAGE) 32, (INSTRUMENT) 142870 IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
2. MEMORANDUM OF SITE LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE; AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED JANUARY 31, 2002 AND RECORDED APRIL 12, 2002 IN (book) 1514 (PAGE) 1901 (INSTRUMENT) 2029531, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
3. MEMORANDUM OF LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A LIMITED PARTNERSHIP OF THE STATE OF DELAWARE, DATED MAY 14, 2003 AND RECORDED JUNE 4, 2003 IN (book) 1726 (PAGE) 1088 (INSTRUMENT) 2214273, IN SAINT LUCIE COUNTY, FLORIDA. AFFECTED BY A(N) FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, A DELAWARE LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, DATED JUNE 10, 2013 AND RECORDED JUNE 25, 2013 IN (BOOK) 3532 (PAGE) 759 (INSTRUMENT) 3848505, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
4. MEMORANDUM OF SITE LEASE ACKNOWLEDGEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, DATED APRIL 15, 2003 AND RECORDED AUGUST 15, 2003 IN (BOOK) 1776 (PAGE) 2863 (INSTRUMENT) 2254350, IN SAINT LUCIE COUNTY, FLORIDA.
5. MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND BELLSOUTH MOBILITY LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A CINGULAR WIRELESS, DATED OCTOBER 14, 2003 AND RECORDED DECEMBER 15, 2003 IN (BOOK) 1862 (PAGE) 2984 (INSTRUMENT) 2321350, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
6. MEMORANDUM OF LEASE BETWEEN GLOBAL SIGNAL ACQUISITIONS II LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND METRO PCS FLORIDA LLC, DATED AUGUST 3, 2006 AND RECORDED AUGUST 18, 2006 IN (BOOK) 2638 (PAGE) 2576 (INSTRUMENT) 2915513, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
7. ORDINANCE BETWEEN CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC. AND GCGI DEVELOPMENT, LLC, DATED JANUARY 13, 2014 AND RECORDED MARCH 7, 2014 IN (BOOK) 3610 (PAGE) 1329 (INSTRUMENT) 3932158, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)

## **TITLE LEGAL DESCRIPTION (AS PROVIDED)**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "M" AS SHOWN ON THE PLAT OF PORT ST. LUCIE SECTION TWENTY FIVE AND RECORDED IN PLAT BOOK 13, PAGES 32 AND 32A THROUGH 32I, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL ID: 3420-620-0004-000-1

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPALITY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA IN DEED FROM ST. LUCIE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED SEPTEMBER 30, 1994 AND RECORDED SEPTEMBER 30, 1994 IN BOOK 922 PAGE 1158 INSTRUMENT NO. 1353140.



5906 BRECKENRIDGE PARKWAY, SUITE A  
 TAMPA, FLORIDA 33610  
 COA # LB8217

SHEET #: 2 OF 2 | TEP #: 25990

**"PRELIMINARY PLAT -  
 NOT FOR  
 RECORDATION,  
 CONVEYANCES, OR  
 SALES"**

**FOR REVIEW  
 PURPOSES ONLY**

**MIMIA00746A  
 SEC. 20 - T36S - R40E**

281 NW SAINT JAMES DRIVE  
 PORT ST. LUCIE, FL 34984  
 ST. LUCIE COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:



5701 SOUTH SANTA FE DRIVE  
 LITTLETON, CO 80120  
 FIELD WORK PERFORMED ON: 09/23/24

N.T.S.  
 ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	10/07/2024	PRELIMINARY	DDS