

**AGREEMENT FOR
EXCHANGE OF REAL PROPERTY INTERESTS**

This Agreement for Exchange of Real Property Interests ("**Agreement**") is made and entered into by and between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity created by Chapter 373, Florida Statutes, its successors and assigns (referred to herein as "**SFWMD**"), with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680 and IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation, (hereinafter referred to as "**iHeartMedia**").

RECITALS

A. WHEREAS, SFWMD owns in fee the real property, comprising approximately sixty (60) acres, described as follows:

Tract 59, in Section 19, and Tracts 6, 7, 8, 10 and 11, in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADES LAND CO. LTD., as recorded in Plat Book 2, at Page 3, of the Public Records of Miami-Dade County, Florida; said lands lying in Miami-Dade County, Florida, (referred to as the "**SFWMD Property**"); and

B. WHEREAS, iHeartMedia will own real property in the Biscayne Bay Coastal Wetlands Project authorized by Congress pursuant to the Comprehensive Everglades Restoration Plan contained in the Central and Southern Florida Project Comprehensive Review Study, dated April 1, 1999, as approved by Congress in Section 601(b)(1) of the Water Resource Development Act of 2000, Pub. Law 106-541, as may be modified, amended or replaced from time to time (hereinafter the "**Project**"), comprising approximately 83.8 acres, described on **Exhibit "A-2"** attached hereto and made a part hereof (referred to herein as the "**iHeart 83 Property**"); and

C. WHEREAS, iHeartMedia also will own approximately ten (10) acres of real property more particularly described as follows:

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020, (referred to herein as the "**iHeart 10 Property**")

D. WHEREAS, iHeartMedia and SFWMD previously entered into the Agreement for Exchange of Real Property Interests dated February 9, 2018 (the "**Original Agreement**") whereby iHeartMedia agreed to convey to the SFWMD the iHeart 83 Property and the iHeart 10 Property. Further, unless expressly referred to separately in this Agreement by the terms of art

assigned to the iHeart 10 Property and the iHeart 83 Property above, the iHeart 83 Property and the iHeart 10 Property are collectively referred to herein as the “**Fee Property**”.

E. WHEREAS, the Original Agreement also provided that as consideration for iHeartMedia transferring the iHeart 10 Property and the iHeart 83 Property to SFWMD by way of the Fee Property Deed (defined below), SFWMD would, thereafter, grant iHeartMedia a non-exclusive Radio Antennae Location, Construction and Access Easement (referred to herein as the “**Antennae Easement**”), in the form attached hereto as **Exhibit “B”**. The Antennae Easement identifies and defines the “**Antenna Tract**” which is legally described in Schedule “A” attached thereto. The Antennae Easement also identifies and defines the “**Access Tract**” and the “**Electric Distribution Tract**” both of which are legally described in Schedule “B” attached thereto. The legal description for the “Access Tract” and the “Electric Distribution Tract” is also attached hereto as Schedule “B”. The Antenna Tract, the Access Tract and the Electric Distribution Tract may hereinafter collectively be referred to as the “**Easement Areas**”.

F. WHEREAS, the Original Agreement expired on its terms and is no longer in effect.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **EXHIBITS**

The following Exhibits are attached hereto and made a part of this Agreement:

Exhibit A-1 -Legal Description of the property to be conveyed via Quit Claim Deed (“**QC Property**”)

Exhibit A-2 – Legal Description of the iHeart 10 Property and the iHeart 83 Property for the Fee Property Deed

Exhibit B - Template for the Antennae Easement

Exhibit C - SFWMD Affidavit

Exhibit D - Template for Fee Property Deed

Exhibit E - iHeartMedia Affidavit

Exhibit F - Beneficial Interest and Disclosure Affidavit

Exhibit G – Template for Quit Claim Deed

Exhibit H – August 2018 Covenant Running with the Land in favor of Miami-Dade County

Schedule A – Antennae Tract Legal Description

Schedule B – Access Tract and Electric Distribution Tract Legal Description

2. **INTENTIONALLY DELETED**

3. **AGREEMENT TO EXCHANGE**

iHeartMedia and SFWMD agree that SFWMD will grant the Antennae Easement in

exchange for the Fee Property and the QC Property. A template for what is referred to herein as the "**Fee Property Deed**" is attached hereto as **Exhibit "D"** and made a part hereof. A template for what is referred to herein as the "QC Deed" is attached hereto as Exhibit "G" and made a part hereof. The QC Deed will convey the QC Property.

4. CONSIDERATION

iHeartMedia and SFWMD agree that the value of the Easement Areas is \$906,500.00; the value of the iHeart 83 Property and the QC Property is \$606,500.00; and the value of the iHeart 10 Property is \$300,000.00. While these values will be used in calculating the documentary stamp tax on the Fee Property Deed, the QC Deed and the Antennae Easement, as well as the title policies to be issued per this Agreement, there will be no cash "boot" or credit of any kind for any perceived value differential.

5. TIME FOR ACCEPTANCE

For purposes of performance hereunder by the parties, the effective date ("**Effective Date**") of this Agreement shall be regarded as the date when the chairman of SFWMD's Governing Board, or other duly authorized individual for SFWMD has signed this Agreement, Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties unless incorporated by reference herein.

6. CLOSING DATE

The transaction contemplated herein shall be closed with the exchange of the Fee Property Deed and QC Deed for the Antennae Easement, as well as all other closing papers, together with possession and occupancy rights no later than sixty (60) days after the Effective Date or if such a date is not on a business day, on the next business day, thereafter, unless the parties agree in writing to extend the closing date (referred to herein as the "**Closing Date**" or the "**Closing**" as the case may dictate). The precise time and place of Closing shall be determined by iHeartMedia at least ten (10) days prior to Closing, and each party shall have the right to complete the Closing as a "mail away" closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Escrow Agent) and retained in "escrow" until certain closing conditions, as may be set forth in an escrow letter or agreement by and between the parties hereto and a mutually agreeable escrow agent, are satisfied.

7. EVIDENCE OF TITLE

a. Antennae Easement Title Commitment:

(1) iHeartMedia previously obtained, at iHeartMedia's sole cost and expense, a title insurance commitment (referred to herein as the "**Antennae Easement Title Commitment**") issued by Chicago Title Insurance Company referred to herein as the "Title Company" or "**Closing Agent**" as appropriate) agreeing to issue, upon the recording of the Antennae Easement, an owner's policy of title insurance in the amount of \$906,500.00, satisfactory to iHeartMedia, and insuring the Antennae Easement as an encumbrance against the SFWMD Property and the iHeart 10 Property. iHeartMedia previously notified SFWMD in writing (the "**iHeartMedia Title Notice**") specifying those exceptions to title to which iHeartMedia objects (the "**iHeartMedia Title Objections**"). iHeartMedia acknowledges and agrees that there exists a Federal Grant Agreement LWCF-1 Everglades Watershed Restoration, between SFWMD and the United States Department of

Interior dated June 10, 1999 (referred to herein as the "**DOI Grant Encumbrance**") and that the DOI Grant Encumbrance is an encumbrance against the SFWMD Property that will not be transferred or released from the SFWMD Property, as such, the DOI Grant Encumbrance is hereby deemed a permitted exception to title to the SFWMD Property and the Antennae Easement.

(2) SFWMD has the right, but not the obligation, to cure and remove the iHeartMedia Title Objections by no later than the day before Closing (the "**SFWMD Cure Period**").

(3) In the event any endorsement or update to the Antennae Easement Title Commitment reveals any additional title matters affecting the Easement Areas, other than those shown in the Antennae Easement Title Commitment, or if any new title matters affect title to the Easement Areas after the effective date of the Antennae Easement Title Commitment and prior to Closing, or if iHeartMedia otherwise becomes aware of any additional title matters affecting the Easement Areas and iHeartMedia objects to any of such additional title matters prior to the Closing Date, then such additional title matters objected to by iHeartMedia shall be treated as iHeartMedia Title Objections.

(4) In the event SFWMD is unable or unwilling to cure and remove, or cause to be cured and removed, the iHeartMedia Title Objections within the SFWMD Cure Period, to the satisfaction of iHeartMedia, using sound business judgment in good faith, then iHeartMedia shall have the option of: (1) extending the SFWMD Cure Period and the Closing Date for such additional time as iHeartMedia deems reasonable and appropriate in order to allow SFWMD sufficient time to cure the iHeartMedia Title Objections, or (2) accepting the Antennae Easement's title status as it is at the time of Closing, or (3) terminating this Agreement, in which event, neither iHeartMedia nor SFWMD will have a future claim against the other hereunder.

(5) Notwithstanding anything herein to the contrary, iHeartMedia acknowledges and agrees that there exist (or will exist) the following permitted exceptions to title: (i) the Antennae Easement; (ii) August 2018 Covenant Running with the Land in favor of Miami-Dade County which will be recorded just prior to the Antennae Easement; (iii) Rights of way, including perimeter roads, adjacent to Tracts 58 and 59, in Section 19, Township 54 South, Range 39 East, and Tracts 6, 7, 8, 10 and 11, in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA, as recorded in Plat Book 2, Page 3, of the Public Records of Miami-Dade County, Florida; (iv) Canal Reservations reserved to the Trustees of the Internal Improvement Trust Fund of the State of Florida created in Deed No. 16189, recorded in Deed Book 46, page 252, and Corrective Deed No. 16189 recorded in Deed Book 65, page 357, partially released by Quit Claim Deed recorded in Official Records Book 10944, page 1714 (as to Tracts 58 and 59 and the West 130 feet of Tract 8); (v) Canal and easement reservations reserved to The Board of County Commissioners of the Everglades Drainage District Deed No. 1078, recorded July 18, 1944 in Deed Book 2404, page 295 (as to Tract 59); (vi) Resolution No. R-1452-85 recorded November 8, 1985 in Official Records Book 12694, page 2061; (vii) Rights in reservation between Central and Southern Florida Flood Control District and Dade County recorded in Official Records Book 1972, page 511 (as to Tract 8); (viii) all matters reflected on the survey prepared by Daniel C. Fortin, PLS and Mapper No. LS2853, with the firm of Fortin, Leavy, Skiles, Inc., Survey dated January 16, 2017, Job No. 160646, Drawing 2015-122-5 which reflects the proposed

antennae improvements to be located in Tract 58, Tract 7, Tract 10 and Tract 11, 20 foot Plat right of way running along the Northerly boundary of Tract 6, Tract 7 and Tract 8; and 130 foot canal reservation running along the Westerly boundary line of Tract 8; and (ix) Resolution by FDOT recorded in Official Records Book 26788, page 3730, all of the above recorded in the public records of Miami-Dade County, Florida, and that these instruments will be encumbrances against the Antennae Tract and will not be transferred or released from the Antennae Tract.

b. Fee Property Title Commitment:

(1) iHeartMedia has, at iHeartMedia's sole cost and expense, obtained and delivered to SFWMD a title insurance commitment (referred to herein as the "**Fee Property Title Commitment**") issued by Chicago Title Insurance Company, agreeing to issue to SFWMD, upon the recording of the Fee Property Deed, an owner's policy of title insurance in the amount of \$906,500.00, insuring SFWMD as to the marketable status of the title to the Fee Property. Within twenty (20) days of the Effective Date of this Agreement, iHeartMedia will deliver to SFWMD a revised and updated Fee Property Title Commitment revising and updating the Fee Property Title Commitment previously provided to reflect the most current title status of the Fee Property, and subsection 3 below will apply to any new matters reflected by the revised and updated Fee Property Title Commitment. SFWMD has previously notified iHeartMedia in writing (the "**SFWMD Title Notice**") specifying those title exceptions to which SFWMD objects (the "**SFWMD Title Objections**").

(2) iHeartMedia has the right, but not the obligation, to cure and remove the SFWMD Title Objections by no later than the day before the Closing Date (the "**iHeartMedia Cure Period**").

(3) In the event any endorsement or update to the Fee Property Title Commitment reveals any additional title matters affecting the Fee Property other than those shown in the Fee Property Title Commitment, or if any new title matters affect title to the Fee Property after the effective date of the Fee Property Title Commitment and prior to Closing, or if SFWMD otherwise becomes aware of any additional title matters affecting the Fee Property and SFWMD objects to any of such title matters prior to Closing, then such additional title matters objected to by SFWMD shall be treated as SFWMD Title Objections.

(4) In the event iHeartMedia is unable or unwilling to cure and remove the SFWMD Title Objections within the iHeartMedia Cure Period to the reasonable satisfaction of SFWMD, then SFWMD shall have the option of: (1) extending the iHeartMedia Cure Period and the Closing Date for such additional time as SFWMD deems reasonable and appropriate in order to allow iHeartMedia sufficient time to cure the SFWMD Title Objections, or (2) accepting title to the Fee Property as it is at the time of Closing; or (3) terminating this Agreement, in which event, neither iHeartMedia nor SFWMD will have a future claim against the other hereunder.

(5) Notwithstanding anything herein to the contrary, SFWMD acknowledges and agrees that there exist (or will exist) the following permitted exceptions to title: (i) Terms, conditions and easements appearing on the Plat of Miami Land and Development Company Subdivision, according to the Plat thereof as recorded in Plat Book 5, Page 10, of the Public Records of Miami - Dade County, Florida. (as to Parcel 45800-005 and Parcel 45800-010); (ii) Resolution No. R-1249-96, recorded February 11, 1997 in in ORB 17524, Page 1945 (applicable to the Parcel

45800-005 and Parcel 45800-010); (iii) Canal Reservation reserved to Trustees of the Internal Improvement Fund Deed No. 16189 recorded in Deed Book 46, Page 252, Corrective Deed No. 16189 recorded in Deed Book 65, Page 357, as affected by Certificate Board of Trustees recorded September 16, 1991 recorded in Official Records Book 15207, Page 289, and as affected by Release recorded in Official Records Book 10944, Page 1714. (as to Parcel 3); (iv) Terms, conditions and easements appearing on the Plat of MIAMI EVERGLADES LAND CO. LTD, as recorded in Plat Book 2, Page 3. (As to Parcel 3); and (v) easements in favor of Florida Power & Light Company as recorded on April 3, 2018 in Official Records Book 30922, Page 2430, of the Public Records of Miami-Dade County, Florida (applicable to the iHeart 83 Property); and that these instruments will be encumbrances against the Fee Property that will not be transferred or released from the Fee Property.

8. OWNER'S AFFIDAVITS.

At Closing, SFWMD shall furnish iHeartMedia with the SFWMD Affidavit in the form attached hereto and made a part hereof as **Exhibit "C"** (referred to herein as the "**SFWMD Affidavit**"), and iHeartMedia shall furnish to SFWMD an affidavit in the form attached hereto and made a part hereof as **Exhibit "E"** (referred to herein as the "**iHeartMedia Affidavit**"). If the SFWMD Property being encumbered by the Antennae Easement, or any portion thereof, or the Fee Property, or any portion thereof, has been improved within ninety (90) days immediately preceding the Closing Date, SFWMD, with respect to the SFWMD Property being encumbered by the Antennae Easement, or iHeartMedia, with respect to the Fee Property, shall deliver appropriate releases or waivers of all construction liens and a construction lien affidavit in order to enable the Title Company to delete the so-called "construction lien standard exception" from the SFWMD Title Commitment and the Antennae Easement Title Commitment, as applicable. If either party is unable to deliver its respective affidavit(s) referenced above, the same shall be deemed an uncured Title Objection under the provisions of paragraph 7 above. SFWMD shall not be required to warrant title to the SFWMD Property in any manner.

9. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING

SFWMD Conditions Precedent to Close.

(1) In addition to all other conditions precedent to SFWMD's obligation to consummate the exchange contemplated by this Agreement, the following shall be additional conditions precedent to SFWMD's obligation to consummate the exchange contemplated herein:

i. The physical condition of the Fee Property shall be the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

ii. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the Fee Property.

iii. On the day of Closing, the Fee Property shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations in connection with the Fee Property.

iv. All representations and warranties of iHeartMedia contained in this Agreement shall be true and correct as of Closing.

v. The conveyance of the Fee Property, the QC Property and the grant of the Antennae Easement will not be in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

vi. There are no, and there have been no, judicial, administrative or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement, prior to, or on, the Closing Date.

(2) Should any of the conditions precedent to Closing provided above fail to occur, then SFWMD shall have the right, in SFWMD's sole and absolute discretion, to terminate this Agreement prior to Closing upon which both parties shall be released of all obligations under this Agreement with respect to each other.

iHeartMedia Conditions Precedent to Close.

(1) In addition to all other conditions precedent to iHeartMedia's obligation to consummate the exchange contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to iHeartMedia's obligation to consummate the exchange contemplated herein:

i. The physical condition of the SFWMD Property shall be the same on the date of Closing as on the Effective Date reasonable wear and tear excepted.

ii. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened which would materially adversely affect the value of the Antennae Easement, or iHeartMedia's right to use the Easement Areas as contemplated by the Antenna Easement.

iii. On the day of Closing, the Antennae Easement shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations.

iv. iHeartMedia has received a revised survey, certified to iHeartMedia, Chicago Title Insurance Company, Tripp Scott, P.A., and South Florida Water Management District of the Easement Areas, thereon after giving effect to the Vacation Resolution; and

v. iHeartMedia will (I) be vested with fee title to the iHeart 83 Property and the iHeart 10 Property, subject only to those encumbrances that are accepted by the SFWMD under the terms of this Agreement, and (II) have received the benefit of the funds it is required to pay at Closing under the terms of this Agreement, pursuant to, in each case, transactions with Isle of Dreams, LLC ("**IOD**") and Bird Drive Mitigation, LLC ("**BDM**"; collectively with IOD, the "**IOD Parties**"), under the Second Amended and Restated New Broadcast Facilities Agreement (as

amended, the “**NBFA**”), which is a separate and distinct agreement from the exchange transaction contemplated under this Agreement.

vi. iHeartMedia has received a recorded copy of Resolution R190-20 passed by the Board of County commissioners of Miami-Dade County, Florida on February 19, 2020.

vii. The conveyance of the Fee Property, the QC Property and the grant of the Antennae Easement will not be in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

viii. Should any of the conditions precedent to Closing provided above fail to occur, then iHeartMedia, using iHeartMedia's sound business and commercially reasonable judgment, shall have the right to terminate this Agreement prior to Closing upon which both parties shall be released of all obligations under this Agreement with respect to each.

10. PRORATIONS, TAXES AND ASSESSMENTS

On the Closing Date, iHeartMedia will pay all ad valorem real property taxes that are due and payable with respect to the Fee Property through the Closing Date in accordance with Section 196.295, F.S. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date shall be paid by iHeartMedia at Closing.

11. CONVEYANCE

a. At Closing, SFWMD will grant the Antennae Easement to iHeartMedia, by execution and delivery of the Antennae Easement to iHeartMedia using the template attached hereto and made a part hereof as **Exhibit "B"**, subject only to those title exceptions accepted by iHeartMedia. Nothing contained in this Agreement or in the Antennae Easement shall be deemed or interpreted as a warranty of title to the SFWMD Property.

b. At Closing, iHeartMedia will convey title to the Fee Property to SFWMD by execution and delivery of the Fee Property Deed using the template attached hereto and made a part hereof as **Exhibit "D"**, subject only to those title exceptions accepted by SFWMD and iHeartMedia will execute and deliver a Quit Claim Deed to SFWMD conveying its interest in the QC Property. Nothing contained in this Agreement shall be deemed or interpreted as a warranty of title to the QC Property.

c. At Closing, the original August 2018 Covenant Running with the Land in favor of Miami-Dade County, a copy of which is attached hereto as **Exhibit "H,"** will be recorded in the public records of Miami-Dade County before any other document contemplated by this Agreement is recorded.

12. DOCUMENTS FOR CLOSING

At Closing, iHeartMedia shall execute and deliver, or cause to be executed and delivered,

to the SFWMD the following documents and instruments ("**iHeartMedia Documents**"):

- (1) Fee Property Deed for the Fee Property
- (2) Quit Claim Deed for the QC Property
- (3) iHeartMedia Affidavit
- (4) Closing Statement
- (5) All other documents and instruments provided for under this Agreement

At Closing, SFWMD shall execute and deliver or cause to be executed and delivered to iHeartMedia the following documents and instruments ("**SFWMD Documents**"):

- (1) Antennae Easement
- (2) Closing Statement
- (3) SFWMD Affidavit
- (4) All other documents and instruments provided for under this Agreement.

SFWMD shall prepare the Closing Documents, except for documents required by the Title Company, and submit copies of them to iHeartMedia, prior to the scheduled Closing Date. Title Company shall prepare the closing statements and submit them to SFWMD and iHeartMedia prior to the scheduled Closing Date. At least ten (10) days prior to Closing, iHeartMedia shall prepare and deliver to the Title Company and SFWMD evidence satisfactory to both that iHeartMedia has complied with all company requirements necessary to authorize the exchange and conveyance in accordance with the provisions of this Agreement.

13. EXISTING MORTGAGES, LIENS AND DOI GRANT ENCUMBRANCE

At Closing, iHeartMedia shall obtain, or cause to be obtained, a properly executed satisfaction or release of record of all mortgages, liens and judgments filed by or as a result of the actions of iHeartMedia or the IOD Parties that are applicable to the Fee Property and the QC Property. At Closing, SFWMD shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Easement Areas; provided, however iHeartMedia acknowledges and agrees that the DOI Grant Encumbrance (defined previously in this Agreement) is an encumbrance against the SFWMD Property that will not be transferred or released from the SFWMD Property, as such, the DOI Grant Encumbrance is hereby deemed a permitted exception to title to the SFWMD Property and the Antennae Easement.

14. EXPENSES

iHeartMedia shall pay all State and County surtax and documentary stamps that are required to be affixed to the Fee Property Deed and the QC Deed, as well as the Antennae Easement. All costs of recording the Fee Property Deed and the Antennae Easement shall be paid for by iHeartMedia. All costs of recording any corrective instruments applicable to the conveyance of the Fee Property shall be paid by iHeartMedia, while the costs of recording any corrective instruments applicable to the Antennae Easement shall be paid by SFWMD. Except as set forth in Paragraphs 7 and 14, all other expenses incurred by the parties shall be the obligation of the party that incurred such expenses.

15. TEMPORARY LICENSE

If during the construction of the “Antennae Improvements” defined in the Antennae Easement, iHeartMedia determines in good faith that, to adequately and properly construct said Antennae Improvements, it requires a temporary right of entry/license (the “Temporary License”) over a portion of Tract 8, Plat Book 2, Page 3, of the SFWMD Property that is not part of the Easement Areas (the “Additional Area”), for purposes of pedestrian or vehicular traffic, for storage of materials, or for some other purpose related to such construction, the SFWMD will endeavor in good faith to grant iHeartMedia the appropriate right of entry/license to accomplish such construction, as long as it (i) does not result in additional cost or expense to SFWMD, (ii) does not result in liability to SFWMD or increased potential for liability to SFWMD, and (iii) applies and includes all of iHeartMedia’s duties, responsibilities, covenants, agreements, acknowledgements, and obligations under the Antennae Easement to the Additional Area and iHeartMedia’s use of the Temporary License. iHeartMedia specifically acknowledges and agrees that (i) the Additional Area and iHeartMedia’s use thereof is subject to the paragraph 16. provisions of the Antennae Easement and (ii) SFWMD’s good faith does not constitute an obligation on the part of SFWMD to grant the Temporary License. The provisions of this paragraph 15. shall survive the Closing.

16. DEFAULT

If either party hereto fails or neglects to perform any of its obligations or covenants under this Agreement, the other party may seek all remedies at law and/or in equity available to it (including but not limited to specific performance).

17. RIGHT TO ENTER

iHeartMedia and SFWMD agree that:

(1) through the Closing Date, all officers, employees, contractors, subcontractors and agents of SFWMD shall have the unrestricted right and privilege to enter upon the Fee Property for all proper and lawful purposes, including but not limited to conducting inspections, investigations, examinations, surveys and environmental audits of the Fee Property and the resources thereupon; and

(2) through the Closing Date, all officers, employees, contractors, subcontractors and agents of iHeartMedia shall have the unrestricted right and privilege to enter upon the SFWMD Property for all proper and lawful purposes, including but not limited to conducting inspections, investigations, examinations, surveys and environmental audits of the SFWMD Property and the resources upon it.

18. RISK OF LOSS AND CONDITION OF REAL PROPERTY

In the event the condition of the Fee Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of iHeartMedia, SFWMD may elect, at its sole option, to terminate this Agreement prior to Closing and the parties shall have no further obligations under this Agreement, or SFWMD may accept the Fee Property and proceed to Closing.

In the event the condition of the SFWMD Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SFWMD, iHeartMedia may elect, at its sole option, to terminate this Agreement prior to Closing and neither party shall have any

further obligations under this Agreement, or iHeartMedia may accept the Antennae Easement and proceed to Closing.

19. SURVIVAL

The covenants, warranties, representations, releases, indemnities and undertakings of iHeartMedia, shall survive the Closing, the delivery and recording of Fee Property Deed and SFWMD's rights thereunder. The covenants of SFWMD set forth in this Agreement and the Exhibits hereto shall survive the Closing, the delivery and recording of the Antennae Easement and iHeartMedia's rights thereunder.

20. OCCUPANCY AND POSSESSION

iHeartMedia warrants that, to its knowledge, other than iHeartMedia, there are no parties in possession or occupancy of the Fee Property and that no other person or entity has any right to lease or occupy all or any portion of the Fee Property. At Closing, iHeartMedia shall deliver the Fee Property free and clear of all parties in possession. At Closing, SFWMD shall deliver occupancy of the SFWMD Property and the Antennae Easement free and clear of all parties in possession other than SFWMD or the U.S. Department of Interior. If either party is unable to deliver its respective property as provided above, the same shall be deemed an uncured Title Objection under this Agreement.

THE TRANSFER OF THE FEE PROPERTY AND THE QC PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. EXCEPT AS SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IHEARTMEDIA SPECIFICALLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY SFWMD) WITH RESPECT TO THE FEE PROPERTY, THE QC PROPERTY OR THE FEE PROPERTY'S OR THE QC PROPERTY'S CONDITION OR THE CONSTRUCTION, PROSPECTS, OPERATIONS OR RESULTS OF OPERATIONS OF THE FEE PROPERTY AND THE QC PROPERTY.

21. SPECIAL CLAUSES

Warranties and Representations of iHeartMedia. As a material inducement for SFWMD to enter into this Agreement, iHeartMedia, warrants and represents the following:

(1) To the best of our knowledge there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, SFWMD, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Fee Property or any portion thereof and iHeartMedia has not granted nor is obligated to grant any interest in the Fee Property to any of the foregoing entities except for those set forth in subparagraph 7(b)(5).

(2) To the best of our knowledge there are no facts believed by iHeartMedia to be material to the use, condition and operation of Fee Property or the Project which have not been disclosed to SFWMD by iHeartMedia, including but not limited to unrecorded instruments or defects in the

condition of the Fee Property which will impair the operation of the Project in the manner that is contemplated thereby.

iHeartMedia Attorney's Fees and Costs. iHeartMedia acknowledges and agrees that iHeartMedia shall be responsible for all attorney's fees and all costs, if any, incurred by iHeartMedia in connection with the transaction contemplated by this Agreement and that SFWMD shall have no responsibility or obligation to pay for or reimburse iHeartMedia, as provided under Chapter 73, Florida Statutes, for any attorney's fees or any costs incurred by iHeartMedia in connection with the transaction contemplated by this Agreement.

Consideration Owed to Third Parties. As a material inducement for SFWMD to enter into this Agreement, iHeartMedia represents and warrants to and covenants with SFWMD that the Beneficial Interest and Disclosure Affidavit attached hereto and made a part hereof as **Exhibit "F"** will be true and correct as of Closing. The provisions of this paragraph shall survive the Closing, the delivery and recording of the Fee Property Deed, the Antennae Easement or any other instrument and SFWMD's possession of the Fee Property.

22. iHeartMedia DELIVERIES

Relative to the Fee Property, iHeartMedia has previously delivered to SFWMD the following documents and:

a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in iHeartMedia's possession or control with respect to the physical condition or operation of the Fee Property, if any.

b. To the extent issued to iHeartMedia prior to Closing, copies of all licenses, variances, waivers, permits, authorizations and approvals, which are material to the operation of the radio broadcast towers and required by the Antennae Easement (the "**Governmental Approvals**").

c. Prior to the Closing Date, the members of iHeartMedia shall execute and deliver to SFWMD all documents and instruments required which effectuate the transfer to SFWMD of all Governmental Approvals, or portions thereof which have been issued to iHeartMedia prior to Closing and are applicable to the Fee Property. The transfer documents shall be held in escrow and returned to iHeartMedia if the exchange fails to occur. In lieu of the foregoing, iHeartMedia may provide evidence that SFWMD can, at its sole and absolute discretion following the exchange, withdraw the Fee Property from any Governmental Approvals issued to iHeartMedia prior to Closing.

d. If at Closing there exists any violations of any Government Approvals on the Fee Property, iHeartMedia will, with all due diligence subsequent to Closing-, take all commercially reasonable action necessary to remedy, restore, and rectify all such violations of the Governmental Approvals (including but not limited to any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), identified by SFWMD. This clause does not require the completion of any

construction, development, or implementation of any improvements that have not yet occurred or are not yet due.

e. iHeartMedia warrants that it has no knowledge, nor has executed, any unrecorded instruments affecting the title to the Fee Property, including, but not limited to any conveyances, easements, licenses or leases, except for items delivered pursuant to this paragraph,

23. BROKER FEES

iHeartMedia confirms and warrants that neither iHeartMedia, nor any of its predecessors in title, have dealt with any broker in connection with this Agreement. SFWMD confirms that it has not dealt with any broker in connection with this Agreement.

24. MISCELLANEOUS

a. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO SFWMD:

Director of Real Estate Division South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Email: RealEstate@sfwmd.gov

TO iHeartMedia:

IHEARTMED1A + ENTERTAINMENT, INC.
ATTN: Paul McNicol
Executive Vice President & General Counsel
125 West 55th Street
New York, New York 10019
Email: paulmcnicol@iheartmedia.com

and

IHEARTMED1A + ENTERTAINMENT, INC.
ATTN: Steve Davis, SVP of Real Estate
7136 South Yale Avenue
Tulsa, OK 74136
Email: stevedavis@iheartmedia.com

With counterpart to:
(shall not constitute notice)

Tripp Scott, P.A.
110 SE 6th Street, 15 Floor
Fort Lauderdale, FL 33301
Attn: Scott Jordan, Esq.
Email: sjj@trippscott.com

or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed and received if by email; and (3) one day after mailing by any form of overnight mail service.

b. Headings. The headings contained in this Agreement are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Severability. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

d. Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

e. Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (4) agrees that service of any court paper may be effected on such party as may be provided under applicable laws or court rules in said state.

f. Counterparts. This Agreement may be executed in one or more counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A pdf copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

g. Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

h. Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

i. Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SFWMD and iHeartMedia shall control all printed provisions in conflict therewith.

j. Successors in Interest. This Agreement shall be legally binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement may not be assigned by iHeartMedia without SFWMD's prior written consent.

j. Waiver. Failure of either party hereto to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.

k. Time. Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

l. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

m. Recitals. The Recitals are true and correct and are hereby incorporated herein by reference.

n. Waiver of Jury Trial. As inducement to SFWMD agreeing to enter into this Agreement, SFWMD and iHeartMedia hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

[END OF TEXT ON THIS PAGE]

Signed, sealed and delivered
in the presence of:

IHEARTMEDIA + ENTERTAINMENT,
INC., a Nevada corporation

Witness:

(Signature)

Print Name

(Signature)

Print Name

By: _____

Name: _____

Title: _____

(Corporate Seal)

ATTEST:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

Rosie Byrd, District Clerk/Secretary

By: _____
Chauncey P. Goss, II, Chairman

(DISTRICT SEAL)

LEGAL FORM APPROVED:

Thomas R. Sawyer, Senior Attorney
for the District

EXHIBIT "A-1"
Legal Description of the QC Property

LEGAL DESCRIPTION: North

A portion of the SE 1/4 of Section 18, Township 57 South, Range 40 East, being a portion of MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the plat thereof as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Being bound on the North by the North line of said SE 1/4 of Section 18, Township 57 South, Range 40 East and being bound on the East by the East line of said SE 1/4 of Section 18, and bound on the South by the South line of Lots 1 through 12, inclusive, in Block 4 of said MIAMI-LAND-AND-DEVELOPMENT COMPANY plat and the Easterly and Westerly prolongations thereof, and bound on the West by the West line of said SE 1/4 of Section 18.

LEGAL DESCRIPTION: South

A portion of the SE 1/4 of Section 18, Township 57 South, Range 40 East, being a portion of MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the plat thereof as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Being bound on the North by the North lines of Lots 15 through 22, inclusive, in Block 4 of said MIAMI-LAND-AND-DEVELOPMENT COMPANY plat and the Easterly and Westerly prolongations thereof, being bounded on the East by the East line of said Lot 22, and the Southerly prolongations thereof, and bound on the South by the South line of the SE 1/4 of said Section 18, Township 57 South, Range 40 East, and bound on the West by the West line of said SE 1/4 of Section 18.

EXHIBIT "A-2"
Legal Description of the iHeart 10 Property and the iHeart 83 Property

Legal Description of the iHeart 10 Property:

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Parcel 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Parcel 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY , according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

EXHIBIT "B"
Template for the Antennae Easement

This instrument prepared by and return to:

Tract Numbers: W930E-004 & W930E-005

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

**RADIO ANTENNAE LOCATION, CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS RADIO ANTENNAE LOCATION, CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered as of this _____ day of _____, 2020 (the "**Effective Date**"), by and between the Grantor, SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity created by Chapter 373 Florida Statutes ("**District**") and Grantee, IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation ("**iHeartMedia**").

WHEREAS, the District and iHeartMedia recognize the following:

- A. INTENTIONALLY DELETED.
- B. District is the owner of certain unimproved land located in Miami-Dade County Florida, referred to in this Agreement as the Easement Areas (defined below), and located within the Bird Drive Basin Recharge Area which is a component of the Comprehensive Everglades Restoration Plan contained in the Central and Southern Florida Project Comprehensive Review Study, dated April 1, 1999, as approved by Congress in Section 601(b)(1) of the Water Resource Development Act of 2000, Pub. Law 106-541, as may be modified, amended or replaced from time to time ("**C.E.R.P.**").
- C. Commercial AM radio continues to provide an important public benefit, establishing one of the most reliable and far reaching methods of emergency broadcasting coverage and dissemination of news.
- D. iHeartMedia is the operator of a radio transmission station and wishes to broadcast the signal for WIOD-AM or any successor radio station within the grant of authority currently approved by the Federal Communications Commission (the "**FCC**") from within a portion of the Easement Areas. To that end, iHeartMedia intends to construct and install various equipment and improvements, including, without limitation, 4 antenna masts, antenna guy cables, antenna guy cable anchors, private drives, support structures and foundations, electrical and ground systems and wiring, power supply, generators and tanks to provide

auxiliary power, transmitter building, and any necessary associated infrastructure (the “**Antennae Improvements**”) within the Easement Areas.

- E. The construction of the Antennae Improvements, as well as iHeartMedia’s other use and exercise of the Easements and the use of the Easement Areas pursuant to this Agreement, will require permits from federal, state and local agencies, including but not limited to any required District permits (collectively, the “**Required Permits**”).
- F. The Antennae Improvements installation will be constructed in accordance with all Required Permits to retain the natural hydrology of the Easement Areas, allowing for District actions in connection with flood control, water management, conservation, environmental restoration, water storage, water quality, or reclamation, and allied purposes, that may be conducted now or in the future by the District, and/or to carry out the purpose and intent of the statutory authority of the District; including, without limitation, the District’s role in the implementation of C.E.R.P. and/or any non-C.E.R.P. project. All Antennae Improvements will be constructed to adequate elevation to allow the flowage and inundation to occur, which will include, without limitation, the installation of such culverts and ancillary structure(s), at iHeartMedia’s sole cost and expense, to promote water flow on, over and through the Antennae Tract in keeping with the purpose and intent of the statutory authority of the District; including, without limitation, the District’s role in the implementation of C.E.R.P. and/or any non-C.E.R.P. project.
- G. The location of certain Antennae Improvements shall be within the real property more particularly described in Schedule A, attached hereto and made a part hereof (the “**Antennae Tract**”).
- H. In connection with the construction, operation and maintenance of the Antennae Improvements, iHeartMedia will be granted (i) vehicular and pedestrian ingress and egress between the Antennae Tract and Krome Avenue, with respect to the real property more particularly described in Schedule B, attached hereto and made a part hereof (the “**Access Tract**”), (ii) the right to construct and install on the Access Tract the Antennae Improvements necessary or required to be constructed thereon pursuant to the Required Permits, and (iii) the right to take such other actions on the Access Tract as may be required by the Required Permits.
- I. Also within the Access Tract (the real property representing the Access Tract sometimes in this Agreement also being referred to as the “**Electric Distribution Tract**”), in connection with the construction, operation and maintenance of the Antennae Improvements, iHeartMedia will be granted rights associated with electrical and other services delivery to the Antennae Tract through the Electric Distribution Tract, and to construct the related Antennae Improvements on the Electric Distribution Tract as may be necessary or required to do same.
- J. Additionally, the District will grant iHeartMedia the right to perform any and all mitigation to the Easement Areas as may be required to be performed under the terms of the Required Permits (“**Mitigation**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of the benefits to accrue to each, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Accuracy of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.
2. District Access. The District retains unlimited and unfettered rights of ingress, egress, and unlimited access to the Easement Areas at all times and iHeartMedia shall ensure that the District's access is not restricted. The District will have no liability for the exercise of its right of access. So long as any District officer, agent, or assign is acting within the scope of District business in exercising this unlimited right of access, yet excluding any willful, wanton or grossly negligent act, iHeartMedia will have no claim for damages of any character against the District or any officer, agent, or assign resulting from the District accessing the Property.
3. Easements. District hereby grants the following easements (collectively, the "**Easements**"), which shall consist of a non-exclusive easement over the Antennae Tract, the Access Tract and the Electric Distribution Tract (collectively, the "**Easement Areas**") for the construction, installation, operation and maintenance of the Antennae Improvements to be constructed and/or installed thereon, and non-exclusive easements over the Access Tract and Electric Distribution Tract for ingress and egress to and from Krome Avenue and the Antennae Tract, and for the delivery of electric and other services to the Antennae Improvements. Notwithstanding anything to contrary, the non-exclusive nature of the easement over the Easement Areas is subject to the inundation rights of the District and any partner or coordinating governmental agencies.
 - a. Radio Antennae. District hereby grants to iHeartMedia an non-exclusive easement in, on, over, under, upon, across and through the Antennae Tract for the construction, installation, operation, replacement, repair and maintenance of the Antennae Improvements, including, but not limited to, constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting all elements, including any drainage, or other systems approved pursuant to the Required Permits, as well as ingress and egress in, over, under, upon, across and through the Antennae Tract with full rights and authority to enter upon such easement area for the purposes set forth herein. The District retains rights of flowage and inundation as further defined herein in paragraph 6. As part of its rights granted hereunder, iHeartMedia may enclose the towers, equipment shelters, structures, and guy anchors with eight (8) foot fencing as required by the FCC to protect the towers and guy anchors from vandals and trespassers.
 - b. Ingress and Egress. District hereby grants to iHeartMedia a non-exclusive easement for the construction, installation, operation, replacement, repair and maintenance of the Antennae Improvements to be constructed on the Access Tract, including, but not limited to, constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting the private drives, culverts and other systems allowing for the drainage and flow of water, and for vehicular and pedestrian ingress and egress access in, on, over, across, through and upon the Access Tract, for the purpose of providing both vehicular and pedestrian access to and from Krome Avenue and the Antennae Tract for the benefit of the Antennae Tract. This easement over the Access Tract shall further permit the maintenance and repair of the Access Tract and the Antennae Improvements constructed thereon by iHeartMedia.
 - c. Electric Distribution. District hereby grants to iHeartMedia a non-exclusive easement in, over, upon, across and through the Electric Distribution Tract for the construction, reconstruction, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing

and inspecting electrical distribution and other service lines and related equipment, for the purpose of providing electric and other service to and for the benefit of the Antennae Tract.

- d. Mitigation. The District also grants iHeartMedia the right to perform on the Easement Areas all Mitigation that is required to be performed under the Required Permits while this Agreement remains in effect, and, in connection therewith, grants to iHeartMedia an easement over the Easement Areas to do same.
- e. Taxes. iHeartMedia hereby agrees to pay any and all real property taxes (whether ad valorem or non-ad valorem) due and payable with respect to the Easement Areas. iHeartMedia shall keep the payment of taxes and assessments on the Easement Areas current and shall not allow any lien on the Easement Areas as a result of iHeartMedia's failure to pay such taxes. If iHeartMedia fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the District may, but shall not be obligated to, elect to pay the lien on behalf of iHeartMedia and iHeartMedia shall reimburse District for the amount paid by District, together with District's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment.
- f. Miami-Dade Covenant. iHeartMedia hereby agrees to abide by and to conduct all its activities under this Agreement in accordance with that certain August 2018 Covenant Running With the Land in Favor of Miami-Dade County (the "**Miami-Dade Covenant**"), a copy of said Miami-Dade Covenant being attached hereto and made a part hereof as Exhibit 1 and which original of said Miami-Dade Covenant has been recorded in the public records of Miami-Dade County ahead of this Agreement.

4. Use of Easements/Indemnifications/Insurance. iHeartMedia may unilaterally choose to fulfill its rights and obligations through the use of agents, employees, invitees, guests, and licensees (collectively, the "**Grantee Parties**"), but may not be released from all obligations absent a valid assignment as provided in paragraph 13 herein. iHeartMedia and the Grantee Parties shall have the right to do all things necessary, useful or convenient within the Easement Areas for the purposes outlined in this Agreement. District hereby covenants with iHeartMedia that provided iHeartMedia and the Grantee Parties utilize the Easements and comply with the Maintenance Obligations (defined below) in conformance with the terms hereof, iHeartMedia, only as consistent and in accordance with the Easements, shall have the exclusive right to lease, sublease, license, or sublicense any radio/communications capability within the Easement Areas and shall have the right to lease or sublease to third parties any portion of the Easement Areas for radio/communications purposes, but no such lease, sublease, or license shall relieve or release iHeartMedia from its obligations under this Agreement unless District consents to a novation in favor of iHeartMedia, which consent shall not be unreasonably withheld; provided, however, that any lease, sublease, license or sublicense shall terminate in the event this Agreement is terminated for any reason. Any contractors and subcontractors utilized by the iHeartMedia in connection with activities undertaken in connection with this Agreement shall: (1) indemnify District for all loss, damage, liability, causes of action, claims, and costs, including but not limited to reasonable attorney's fees and costs, incurred by District as a result of the negligent, willful or intentional acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Easement Areas while this Agreement remains in effect, and (2) obtain and provide to District evidence of such contractor or subcontractor maintaining comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of \$ 2,000,000 as to general liability and \$1,000,000 auto liability, per occurrence, bodily and property damage combined, and the District will be named as additional insured under such insurance, and (3) carry workers' compensation and employers' liability insurance in amounts as required by statute.

5. Maintenance. iHeartMedia shall, at its sole cost and expense, maintain the Antennae Improvements

and Easement Areas and keep them in good repair and free of rubbish and obstruction of every nature, and perform exotic plant management and removal consistent with the Required Permits (collectively, the “**Maintenance Obligations**”). In connection with the Maintenance Obligations or otherwise, iHeartMedia must not apply or allow application of fertilizer. District shall have the right to enter and make any repairs or maintenance necessary to ensure the safety or function of the Easement Areas, only after notice to iHeartMedia of its intent to do so, and the provision of a sixty (60) day right to cure, provided that if such repairs cannot be made within such sixty (60) day period and iHeartMedia has begun such repairs and is diligently and in good faith pursuing same to completion, iHeartMedia shall be granted a reasonable extension of time to complete them. If, upon failure to cure, District makes such repairs as necessary, District shall have the right to recover any direct, documented expenses incurred for such repairs from iHeartMedia. Notice period shall not be necessary for any repairs undertaken by the District upon an emergency basis. In accordance with paragraph 2. hereof, notwithstanding the notice and right to cure periods provided in this paragraph 5, the District retains unlimited rights of ingress, egress, and unlimited access with respect to the Easement Areas at all times.

6. Flowage and Inundation. District retains the perpetual right, power and privilege to regularly or at any time for any length of time to raise water levels on, overflow, flood, inundate, flow water on, across, through and beneath the surface of, and submerge the lands within and surrounding the Easement Areas. The District’s actions shall be in connection with flood control, water management, conservation, environmental restoration, water storage, water quality, or reclamation, and allied purposes, that may be conducted now or in the future by the District, and/or to carry out the purpose and intent of the statutory authority of the District, and/or the purposes and requirements of C.E.R.P. and/or any non-C.E.R.P. project. Any and all Antennae Improvements and/or any and all culverts, ancillary structures and other improvements within any portion of the Easement Areas, will, at iHeartMedia’s sole cost and expense, be constructed to adequate elevation and otherwise to allow and promote all of the foregoing stated herein this paragraph 6. Further in connection and accordance with all of the foregoing stated herein this paragraph 6, iHeartMedia assumes all risk and shall be solely responsible, liable and obligated, at iHeartMedia’s sole cost and expense, with respect to any and all physical or other modifications, including but not limited to removal of all or any portion of the Antennae Improvements and/or any and all culverts, ancillary structures and other improvements, that must be made to and/or within the Easement Areas, pursuant to, including but not limited to ordinances, licenses, limitations, zoning and environmental laws and regulations, including but not limited to C.E.R.P. and/or any non-C.E.R.P. project, permits, authorizations, and other governmental rules, regulations and restrictions. With respect to the foregoing obligation to remove the Antennae Improvements, culverts, ancillary structures and/or other improvements (any such individual or collective obligation is hereinafter referred to as a “Removal Obligation”), iHeartMedia shall have a Removal Obligation only as follows. In connection with the previously identified Bird Drive Basin Recharge Area component of C.E.R.P. (the “Bird Drive Component”) and/or in connection with a non-C.E.R.P. project, the District, in consultation with the United States Army Corps of Engineers if for the Bird Drive Component, will evaluate and reach conclusions regarding requirements for the proper implementation and operation of the Bird Drive Component or of a non-C.E.R.P. project. iHeartMedia shall only have a Removal Obligation if, with respect to the specific Removal Obligation, the District, taking into account that the Antennae Improvements have been constructed and installed on the Easement Areas for the purposes of broadcasting its AM tower signal, including as part of the Federal Emergency Alert System, reasonably evaluates and concludes that such Removal Obligation is required for the proper implementation and/or operation of the Bird Drive Component or a non-C.E.R.P. project. If it is so concluded that there is a Removal Obligation, the following shall be adhered to. The District will deliver notice to iHeartMedia that a plan for the Bird Drive Component or a non-C.E.R.P. project has been tentatively selected, said selection and timing being at the District’s sole discretion. Subsequently, iHeartMedia may submit to the District plans for modifications to the Antennae Improvements to make them consistent with the proper implementation and operation of the Bird Drive Component or the non-C.E.R.P. project. The District, in its sole discretion, and in consultation with the United States Army Corps

of Engineers if for the Bird Drive Component, will evaluate the proposed modifications for consistency with the proper implementation and operation of the Bird Drive Component or the non-C.E.R.P. project. If the District determines, in its sole discretion, and in consultation with the United States Army Corps of Engineers if for the Bird Drive Component, that the modifications as submitted are not consistent with the proper implementation and operation of the Bird Drive Component or the non-C.E.R.P. project, the District will deliver notice to iHeartMedia of that determination. This process of delivery of notice by the District to iHeartMedia and iHeartMedia submitting plans for modifications to the Antennae Improvements in an attempt to make them consistent with the proper implementation and operation of the Bird Drive Component or the non-C.E.R.P. project (the "Process") may continue any number of times. However, the Process will terminate upon the District delivering notice to iHeartMedia stating that funding for the preliminary design for the Bird Drive Component or a non-C.E.R.P. project has been appropriated, allocated, or in some manner made available (the determination of funding being so appropriated, allocated, or in some manner made available being at the District's sole discretion), stating that iHeartMedia has and is subject to the Removal Obligation, and stating a time period within which iHeartMedia must complete the Removal Obligation (said notice being hereinafter referred to as the "Termination Notice" and said time period being hereinafter referred to as the "Time Period"). If at any time during the Process the District determines, in its sole discretion, and in consultation with the United States Army Corps of Engineers if for the Bird Drive Component, that the modifications as submitted by iHeartMedia are consistent with the proper implementation and operation of the Bird Drive Component or the non-C.E.R.P. project, the District will deliver notice to iHeartMedia to implement and complete the modifications, in a manner subject to all the terms, conditions, covenants and provisions of this Agreement, at iHeartMedia's sole cost and expense within a time period stated in the notice.

7. Permitting. This Agreement does not replace or supersede obtaining the Required Permits. With respect to the Antennae Improvements and any improvements within the Access Tract and the Electric Distribution Tract in connection with this Agreement, iHeartMedia shall be responsible for securing any and all Required Permits, and District will not be responsible for the costs associated with preparing, applying and procuring said permits. All activities of iHeartMedia conducted with respect to the Easement Areas shall be in accordance and compliance with all federal, state and local laws, statutes, regulations, Required Permits, and ordinances, including but not limited to all environmental laws and regulations. Prior to entering the Easement Areas, iHeartMedia shall have obtained all Required Permits that are necessary for the purpose for which iHeartMedia has entered the Easement Areas. iHeartMedia shall maintain all of such Required Permits while this Agreement remains in effect to the extent such are required for iHeartMedia's continued use of the Easement Areas as contemplated by this Agreement. iHeartMedia acknowledges that there is no guarantee that iHeartMedia will receive any or all of the Required Permits. iHeartMedia will also be solely responsible for the construction, maintenance and monitoring of any Mitigation or other conditions imposed by any Required Permits, whether located on or off the Easement Areas. If in the course of obtaining any Required Permit in accordance with and as contemplated pursuant to the terms, conditions and provisions of this Agreement, or any permit, consent, approval or agreement from any governmental authority, governmental agency or other person to continue its rights to use the Easement Areas in the manner contemplated by this Agreement, District, as the owner of the Easement Areas, is required to provide or consent to any application for such Required Permits, permit, consent, approval or other agreement (other than with respect to any District permit), District will provide or consent to such application as is reasonably necessary, and will reasonably assist in gathering and providing any information or documentation required in connection therewith.

8. Signal Blockage and/or Transmission Interruption. iHeartMedia is utilizing the Easement Areas for the purpose of transmitting and receiving electronic communication signals. District and iHeartMedia recognize that the purpose behind this Agreement would be frustrated if the signals were partially or totally blocked or if an obstruction were built that would cause interference with such distribution. District, or its successors and assigns, shall use its best efforts to prevent the occurrence of any of the foregoing.

Additionally, District shall not at any time while this Agreement remains in effect construct or otherwise permit the construction of any improvement on the Easement Areas that exceeds the height of a five (5) story building.

9. Indemnification for Use of Easement Areas. iHeartMedia hereby agrees to indemnify, defend and save and hold harmless District, its Governing Board members, employees and agents from and against any and all claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonable attorney's fees and costs, caused by or arising directly, indirectly or proximately from: (i) the acts or omissions of iHeartMedia, its Grantee Parties, contractors or subcontractors, (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by iHeartMedia, its Grantee Parties, contractors, or subcontractors; or (iii) activities conducted on the Easement Areas by iHeartMedia, its Grantee Parties, contractors, or subcontractors; except to the extent any such damages, loss, expense, liability, injury, or costs, including but not limited to reasonable attorney's fees and costs, was caused by the gross negligence of the District, its Governing Board members, employees, agents or contractors. The provisions of this paragraph 9. shall survive the termination of this Agreement.

10. Termination of Easements. All easements granted herein will terminate upon the occurrence of either of the events set forth in subsections (a), (b) or (c) below. In the case of termination, iHeartMedia shall be responsible for the removal of the Antennae Improvements and electric distribution lines and related equipment and the restoration of all Easement Areas to their original condition, reasonable wear and tear excepted. Upon termination and completion of the restoration of the Easement Areas, no further rights or obligations shall remain, and neither party shall have any right to the refund of any consideration.

- a. iHeartMedia, at their sole discretion, and for any reason, may elect to terminate operation at this location. If iHeartMedia so elects, iHeartMedia shall provide notice to the District within ninety (90) days of ceasing operations. Upon providing notice, iHeartMedia shall immediately commence removal of all Antennae Improvements, and will continue removal in a prompt and workman like manner until the Easement Areas are restored to their original condition, reasonable wear and tear excepted. Upon District's reasonable confirmation of restoration of the Easement Areas, a termination of easement shall be recorded in the Miami-Dade County Public Records.
- b. If iHeartMedia abandons the use of the Easement Areas for a period of ninety (90) consecutive days, as evidenced by removal of Antennae Improvements, cessation of iHeartMedia's pursuit of the Required Permits and/or construction of the Antennae Improvements, termination of electric service to the Antennae Tract, failure to maintain Antennae Improvements in accordance with applicable regulations, or other uncured breach of the iHeartMedia's responsibilities under this Agreement, District shall provide iHeartMedia with written notice of intent to terminate this Agreement. Such notice from District shall give iHeartMedia thirty (30) days to respond confirming or denying the intent to abandon. If iHeartMedia denies intent to abandon, District shall provide an additional sixty (60) days for the repair of any deficiencies under this Agreement, provided that if such repairs cannot be made within such sixty (60) day period and iHeartMedia has begun such repairs and is diligently pursuing the same to completion, iHeartMedia shall be granted additional time to complete them. Upon the failure to repair deficiencies by iHeartMedia as set forth above, District may, at its sole discretion, record a termination of easement agreement in the Miami-Dade County Public Records or exercise any other remedies set forth in paragraph 11.
- c. Upon delivery of the Termination Notice by the District to iHeartMedia. Following expiration of the Time Period, District may, at its sole discretion, record a termination of easement agreement in the Miami-Dade County Public Records.

11. Default and Remedies. If either party fails or neglects to perform any of the terms, conditions, covenants or provisions of this Agreement after giving effect to any required notices and/or cure periods herein (including those set forth in paragraph 10.b.), the other party may seek any and all remedies at law and/or in equity available to it, including, but not limited to, specific performance.

12. District's Right to Clear. With respect to the Easement Areas, the District has the continuing right, in the District's discretion without notice, to clear and remove any brush, debris, silt, spoil, vegetation and natural obstructions, except for the areas within twenty (20) feet of each towers' ground system. The District will not do any work within twenty (20) feet of each towers' ground system without consulting and cooperating with iHeartMedia to ensure such work does not disturb the Antennae Improvements.

13. Assignment. iHeartMedia will not assign this Agreement to any person or entity at any time without the written consent of the District; provided, however, that District consent shall not be required in the event that iHeartMedia assigns this Agreement to an affiliated entity of which iHeartMedia, Inc. has direct or indirect majority control. After delivery by iHeartMedia to the District of an instrument of assumption by the proposed assignee, which proposed assignee shall be previously approved, in writing, by the District, and whereby the proposed assignee agrees to assume all of the obligations of iHeartMedia under this Agreement, iHeartMedia will be relieved of all responsibility hereunder once a mutually agreed upon instrument of assignment is signed by iHeartMedia, as assignor, the proposed assignee, and the District and said fully executed instrument is recorded in the Miami-Dade County, Florida public records.

14. iHeartMedia Insurance. While this Agreement remains in effect, iHeartMedia shall obtain and maintain comprehensive general liability insurance and auto liability insurance with minimum limits of coverage, in the amount of \$2,000,000 as to general liability and \$1,000,000 as to auto liability, per occurrence, bodily injury and property damage combined. District shall be named as additional insured under such insurance. The insurance policies shall be written as an occurrence form and coverage shall at a minimum include: premises/operations, products/completed, contractual, independent contractors, broad form property, personal injury, explosion, collapse and underground (XCU coverage). In addition, while this Agreement remains in effect, iHeartMedia shall carry workers compensation and employer's liability insurance in amounts required by statute. iHeartMedia shall be required to provide to District prior to entering the Easement Areas, certificates of insurance in accordance with the requirements of this paragraph 14.

15. Prohibition Against Liens. iHeartMedia shall keep the Easement Areas free from any liens created by or through them, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by iHeartMedia. iHeartMedia shall not have any authority to incur liens for labor or material with respect to the Easement Areas. In the event that iHeartMedia shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, District shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by District, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to District by iHeartMedia on demand.

16. As Is. The District makes no express or implied warranty or representation with respect to the title to the Easement Areas or the condition, including but not limited to ground elevations, or suitability of the Easement Areas for iHeartMedia's intended use or otherwise (including without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS) all of which are expressly disclaimed by the District. iHeartMedia accepts the Easement Areas in "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, subject to all matters including but not limited to title, zoning, restrictions, prohibitions and other regulations and/or requirements imposed by governmental authority, taxes, access,

ingress or egress, value, operating history, physical conditions, cultural resources, suitability for use, environmental conditions, and conditions with respect to hazardous waste, hazardous substances, or pollutants (as defined or regulated under applicable law) that may be located on, under or adjacent to the Easement Areas. The Easement Areas shall be subject to all applicable Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements, and the District entering into this Agreement and granting the easements and easement rights herein, shall not constitute a waiver by the District of the obligation of iHeartMedia to comply with all Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements and iHeartMedia acknowledges that there is no obligation on the part of the District to approve the issuance of any Required Permits to be issued by the District. The District's review process for any Required Permits to be issued by the District will be done separate, independent and unfettered of the fact that the District has entered into this Agreement and granted the easements and easement rights herein, and shall be in accordance with the District's applicable statutes and rules.

17. Canal Improvements. iHeartMedia acknowledges and agrees that a portion of the Access Tract and the Electric Distribution Tract (said portion being hereinafter referred to as the "**Canal Easement Area**") is subject and subordinate to and encumbered by that certain canal reservation in favor of Miami-Dade County recorded in Official Records Book 1972, Page 511, Public Records of Miami-Dade County, Florida (the "**Canal Easement**"). It is anticipated that, at some undetermined point in time, a canal or flow way, and associated improvements, (the "**Canal Improvements**") will be constructed within the Canal Easement Area by Miami-Dade County and/or another government entity, including but not limited to the District. Additionally, the Canal Easement and the easement rights thereunder may be partially or completely transferred, by assignment or otherwise, to the District. In the event of such a transfer to the District, iHeartMedia acknowledges and agrees that, notwithstanding any merger of title of the Canal Easement with the District's fee ownership of the Access Tract and the Electric Distribution Tract, the Access Tract and the Electric Distribution Tract shall continue to and forever be subject to and encumbered by the Canal Easement and the Canal Improvements. By acceptance of this Agreement and the easements and easement rights herein, and as an inducement to the District entering into this Agreement and granting said easements and easement rights, iHeartMedia acknowledges and agrees that in the event and whenever Canal Improvements are constructed within the Canal Easement Area by the District and/or any other government entity, and in connection with accommodating the Canal Improvements: (i) neither the District nor any other government entity will have any responsibilities, expenses, liabilities or obligations with respect to any physical or other modifications, including but not limited to bridge construction or hardening of utilities, that must be made to and/or within the Access Tract and the Electric Distribution Tract, Krome Avenue, or otherwise, or with respect to any other matters, including but not limited to ordinances, licenses, limitations, zoning and environmental laws and regulations, permits, authorizations, and other governmental rules, regulations and restrictions; (ii) iHeartMedia assumes all risk and shall be solely responsible, liable and obligated with respect to any and all physical or other modifications, including but not limited to bridge construction or hardening of utilities, that must be made to and/or within the Access Tract and the Electric Distribution Tract, Krome Avenue, or otherwise, or with respect to any other matters, including but not limited to ordinances, licenses, limitations, zoning and environmental laws and regulations, permits, authorizations, and other governmental rules, regulations and restrictions; and, (iii) any and all activities conducted in use of the easements and easement rights herein shall forever be subject and subordinate to the Canal Easement, the easement rights thereunder, and the Canal Improvements, notwithstanding the government entity, including but not limited to the District, that may hold or be transferred the Canal Easement; provided, however, that, as long as the following (i) does not result in additional cost, expense or delay to the District, (ii) does not result in liability to the District or increased potential for liability to the District, and (iii) does not result in the release of iHeartMedia from any duty, responsibility, or obligation, the District, during construction of Canal Improvements within the Canal Easement Area, shall make a good faith attempt to provide iHeartMedia with temporary,

alternative access to the Antennae Tract as long as iHeartMedia is complying with its obligations under this Agreement, including but not limited to this paragraph 17.

18. DOI Grant Encumbrance. iHeartMedia acknowledges and agrees that a portion of the Easement Areas subject and subordinate to and encumbered by that certain Federal Grant Agreement LWCF-1 Everglades Watershed Restoration between the District and U.S. Department of Interior dated June 10, 1999, as amended (the “**DOI Grant Encumbrance**”).

a. With respect to the DOI Grant Encumbrance, the District agrees to make a one-time reasonable effort with the U.S. Department of Interior (“DOI”) to either secure DOI approval (i) that the use of the Easement Areas in accordance with this Agreement is allowed as an interim use under the DOI Grant Encumbrance or (ii) to transfer the DOI Grant Encumbrance from the Easement Areas to other land owned by the District (the “One-Time Effort”). The One-Time Effort shall consist of the following. Within one-hundred twenty (120) days after the Effective Date, the District will prepare and deliver to, and discuss with DOI, a request for DOI approval that the use of the Easement Areas in accordance with this Agreement is allowed as an interim use (the “Interim Use Request”). In the event that the Interim Use Request is denied by DOI, then the District will request DOI’s approval of the transfer of the DOI Grant Encumbrance from the Easement Areas to other land owned by the District (the “Transfer Request”). Regardless of DOI’s approval or denial of either of both of the Interim Use Request or the Transfer Request, the District will not be required to take any further or additional action with respect to the DOI Grant Encumbrance.

b. In the event that neither the Interim Use Request nor the Transfer Request are approved by the DOI, the DOI Grant Encumbrance will not be transferred from the Easement Areas and the Easement Areas will not be released from the DOI Grant Encumbrance, and the following provisions of this subparagraph 18.b. will be perpetually applicable. By acceptance of this Agreement and the easements and easement rights herein, and as an inducement to the District entering into this Agreement and granting said easements and easement rights, iHeartMedia acknowledges and agrees that with respect to the DOI Grant Encumbrance: (i) neither the District nor the U.S. Department of Interior (“DOI”) will have any responsibility or obligation to pursue the transfer of the DOI Grant Encumbrance from the Easement Areas or the release of the Easement Areas from the DOI Grant Encumbrance; (ii) any and all activities conducted in use of the easements and easement rights herein shall comply with and forever be subject to and subordinate to the DOI Grant Encumbrance and any and all limitations, restrictions, rules, regulations and requirements of DOI; and, (iii) iHeartMedia will abide by, comply with and be subject and subordinate to any and all limitations, restrictions, rules, regulations and requirements of DOI.

19. Modification. Modification of this Agreement, including the relocation of any Easement Areas, shall only be permitted upon execution of a written instrument signed by each of the parties hereto, and recorded in the Public Records of Miami-Dade County.

20. Notices. The parties hereto designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For iHeartMedia: IHEARTMEDIA + ENTERTAINMENT, INC.
ATTN: Paul McNicol
Executive Vice President & General Counsel
125 West 55th Street
New York, New York 10019
Email: paulmcnicol@iheartmedia.com

and

IHEARTMEDIA + ENTERTAINMENT, INC.

ATTN: Steve Davis, SVP of Real Estate
7136 South Yale Avenue
Tulsa, OK 74136
Email: stevedavis@iheartmedia.com

With Counterpart to:
(shall not constitute notice)

Tripp Scott, P.A.
110 SE 6th Street, 15 Floor
Fort Lauderdale, FL 33301
Attn: Scott Jordan, Esq.
Email: sjj@trippscott.com

For the District:

Director of Real Estate Division
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Email: realestate@sfwmd.gov

Notice shall be in writing and shall be deemed delivered: (a) three (3) days after mailing when mailed by certified mail, return receipt requested, postage prepaid, or upon hand delivery to the address indicated, or (b) one (1) business day after acceptance for overnight delivery by Federal Express or other nationally recognized overnight delivery service for delivery at the address indicated, or (c) when delivered by electronic distribution at the email address indicated (with confirmation of delivery) if delivered before 5:00pm (EST) on a business day, or, if not, on the next business day thereafter. Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

21. Entire Agreement. This Agreement contains all of the agreements, representations, and warranties of the parties hereto and supersedes all other discussions, understandings or agreements with respect to the subject matter herein.

22. Construction. This Agreement shall not be construed more strictly against either party by virtue of the preparation of this Agreement.

23. Covenants Running with the Land. It is intended that the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Easement Areas and create equitable servitudes in favor of the real property benefited thereby, and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of and be binding upon the respective parties and their successors, assigns, heirs personal representatives and grantees of their respective interests in the Easement Areas.

24. Recordation. This Agreement shall be recorded in the Public Records of Miami-Dade County.

25. Captions. The captions of this Agreement are for convenience only and do not in any way limit or alter the terms and conditions of this Agreement.

[INTENTIONALLY LEFT BLANK]

Witnesses

**IHEARTMEDIA + ENTERTAINMENT,
INC., a Nevada Corporation**

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Executed by iHeartMedia on _____

ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
 online notarization, this _____ day of _____, 20____, by
_____, as _____ of IHEARTMEDIA +
ENTERTAINMENT, INC., a Nevada corporation. He/She is personally known to me or has
produced _____ as identification.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

Print Name

**Schedule A
Legal Description of Antennae Tract**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of Tract 58 and a portion of Tract 59 in Section 19, Township 54 South, Range 39 East; and all of Tracts 6, 7, 10 and 11 and a portion of Tract 8 in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida, together with that portion of Twenty (20) foot wide Right-of-Way, lying adjacent to and adjoining the South line of said Tracts 58 and 59 in Section 19 and being adjacent to and adjoining the North line of said Tracts 6, 7 and 8 and lying South of the East 1/2 of said Tract 10 in Section 30, now vacated by resolution No. R-190-20 which was passed by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020, and being more particularly described as follows:

BEGIN at the Northwest corner of said Tract 58; thence South 02°12'44" East along the West line of said Tract 58, and the Southerly prolongation thereof for 659.91 feet to a point on the South line of said Section 19; thence South 02°12'46" East along the West line of said Tract 7 and the Northerly prolongation thereof for 15.05 feet to a point on a circular curve concave to the East and whose radius point bears South 60°46'47" East; thence Southwesterly and Southeasterly along a 343.33 foot radius curve leading to the left through a central angle of 62°51'57" for an arc distance of 376.71 feet to a point on a non-tangent line; thence South 02°12'46" East along said West line of Tracts 7 and 10 for 936.94 feet to a point on the South line of said Tract 10 in Section 30; thence North 87°41'31" East, along said South line of Tract 10, for 330.03 feet; thence South 02°13'12" East along a line parallel with the West line of the East 1/2 of said Tract 10 for 10.00 feet to a point on the South line, of the North 1/2, of the Northwest 1/4, of said Section 30; thence North 87°41'31" East, along said South line, of the North 1/2, of the Northwest 1/4, of Section 30, for 330.03 feet; thence North 02°13'04" West along the Southerly Projection of the East line of said Tract 10 for 10.00 feet to the Southeast corner of said Tract 10, also being the Southwest corner of said Tract 11 in Section 30; thence North 87°41'31" East, along the South line of said Tract 11, for 660.06 feet to the Southeast corner of said Tract 11; thence North 02°13'23" West along said East line of Tracts 11 and 6 and the Northerly prolongation thereof for 1310.18 to a point on the North line of said Section 30; thence North 02°13'09" West along the East line of said Tract 59 in Section 19, and the Southerly prolongation thereof, for 509.54 feet; thence South 87°40'56" West for 150.50 feet; thence North 02°13'09" West for 150.50 feet to a point on the North line of said Tract 59; thence South 87°40'56" West along the North line of said Tracts 58 and 59 for 1169.30 feet to the Point of Beginning.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><i>Drawn By</i></td><td style="padding: 2px;">REP</td></tr> <tr><td style="padding: 2px;"><i>Cad. No.</i></td><td style="padding: 2px;">200308</td></tr> <tr><td style="padding: 2px;"><i>Ref. Dwg.</i></td><td style="padding: 2px;">3017-006-2</td></tr> <tr><td style="padding: 2px;"><i>Plotted:</i></td><td style="padding: 2px;">5/22/2020 2:05 PM</td></tr> </table>	<i>Drawn By</i>	REP	<i>Cad. No.</i>	200308	<i>Ref. Dwg.</i>	3017-006-2	<i>Plotted:</i>	5/22/2020 2:05 PM	<p><i>Legal Description</i></p> <p>FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><i>Date</i></td><td style="padding: 2px;">05/22/2020</td></tr> <tr><td style="padding: 2px;"><i>Scale</i></td><td style="padding: 2px;">None</td></tr> <tr><td style="padding: 2px;"><i>Job. No.</i></td><td style="padding: 2px;">200308</td></tr> <tr><td style="padding: 2px;"><i>Dwg. No.</i></td><td style="padding: 2px;">1020-029</td></tr> <tr><td style="padding: 2px;"><i>Sheet</i></td><td style="padding: 2px;">1 of 4</td></tr> </table>	<i>Date</i>	05/22/2020	<i>Scale</i>	None	<i>Job. No.</i>	200308	<i>Dwg. No.</i>	1020-029	<i>Sheet</i>	1 of 4
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<i>Dwg. No.</i>	1020-029																			
<i>Sheet</i>	1 of 4																			

EXHIBIT "A"

SURVEYOR'S NOTES:

- This site lies in Sections 19 & 30, Township 54 South, Range 39 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°12'44" E for the West line Tract 58.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #3017-006-2.
- Lands shown hereon containing 2,593,302 square feet, or 59.534 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 22, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

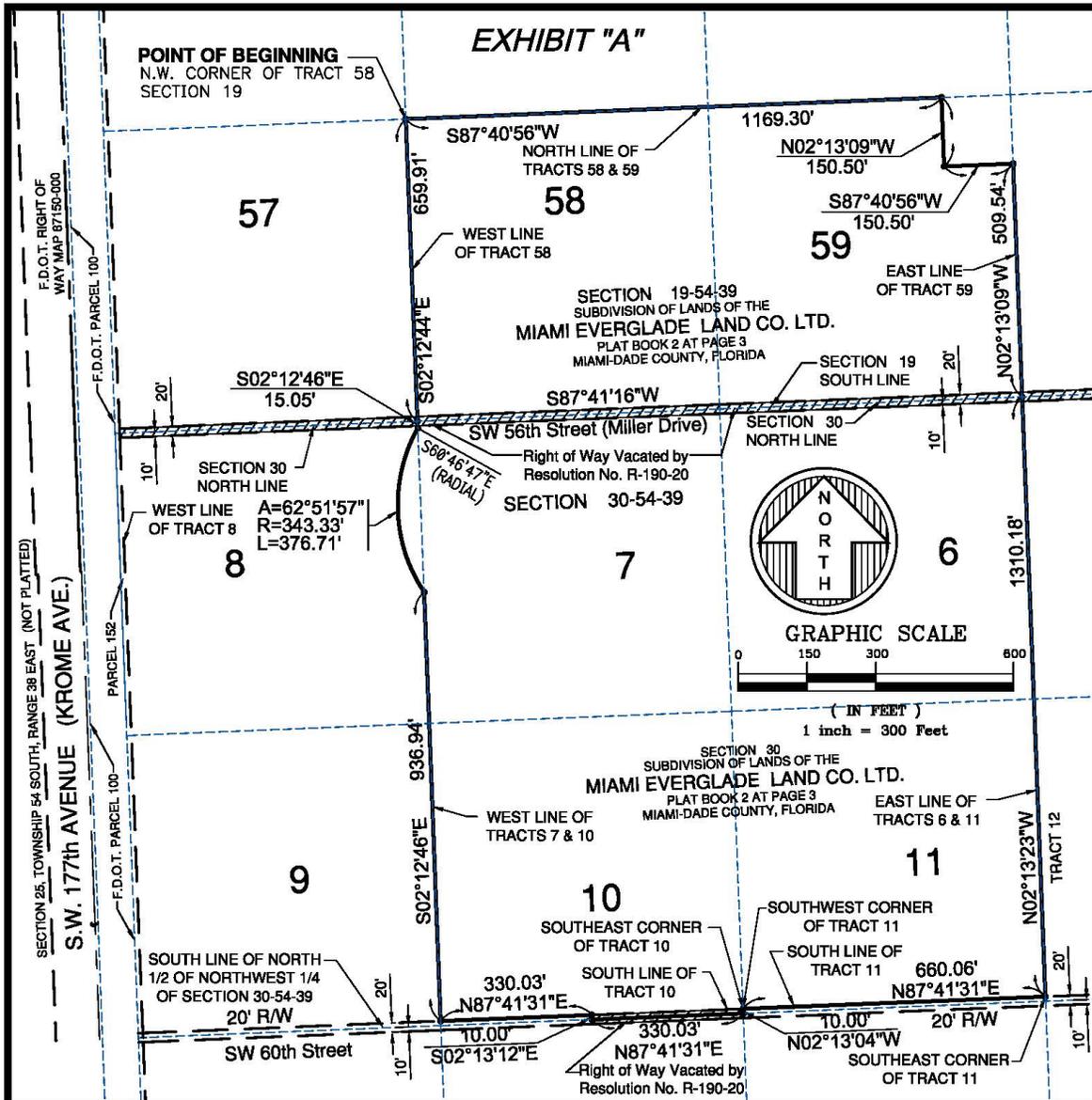
FORTIN, LEAVY, SKILES, INC., LB3653

By: Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.



Digitally signed by Daniel C Fortin
DN: c=US, o=Unaffiliated,
ou=A01410D00000170A05CF5E
E0000949F, cn=Daniel C Fortin
Date: 2020.05.22 14:35:34 -04'00'

Drawn By REP	Notes & Certification	Date 05/22/2020
Cad. No. 200308	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Scale None
Ref. Dwg. 3017-006-2		Job. No. 200308
Plotted: 5/22/2020 2:05 PM		Dwg. No. 1020-029
		Sheet 2 of 4

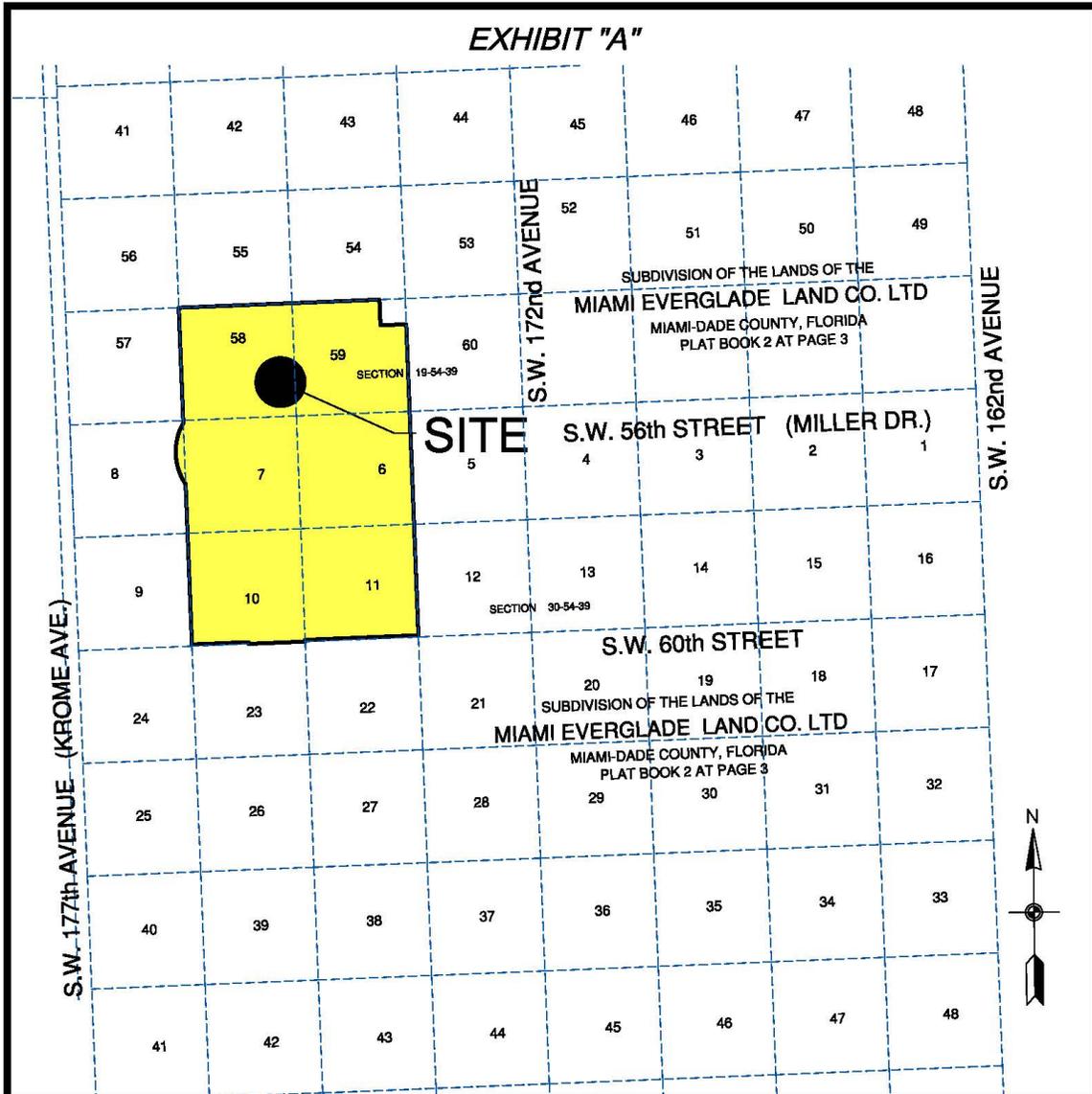


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Sketch of Description

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	05/22/2020
Scale	1" = 300'
Job. No.	200308
Dwg. No.	1020-029
Sheet	3 of 4



Drawn By	REP
Cad. No.	200308
Ref. Dwg.	3017-006-2
Plotted:	5/22/2020 2:05 PM

Location Sketch

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
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Date	05/22/2020
Scale	1" = 800'
Job. No.	200308
Dwg. No.	1020-029
Sheet	4 of 4

**Schedule B
Access Tract and Electric Distribution Tract**

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Tract 8 in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract 58 in Section 19, Township 54 South, Range 39 East of said plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA.; thence South 02°12'44" East along the West line of said Tract 58 and the Southerly prolongation thereof, for 659.91 feet to a point on the South line of said Section 19; thence South 02°12'46" East along the West line of Tract 7 and the Northerly prolongation thereof for 15.05 feet to a point on a circular curve concave to the East and whose radius point bears South 60°46'47" East; thence Southwesterly and Southeasterly along a 343.33 foot radius curve leading to the left through a central angle of 62°51'57" for an arc distance of 376.71 feet to a point on a non-tangent line; thence South 02°12'46" East along the West line of Tract 7 in said Section 30 of said plat for 157.77 feet to a point on a circular curve concave to the North and whose radius point bears North 03°04'01" West, said point being the Point of Beginning of the hereinafter described parcel of land; thence Westerly along a 1479.00 foot radius curve, leading to the right, through a central angle of 0°45'26" for an arc distance of 19.55 feet to a point of tangency; thence South 87°41'23" West for 630.46 feet to a point on the West line of said Tract 8 in Section 30; thence South 02°12'27" East along said West line of Tract 8 for 36.00 feet; thence North 87°41'23" East for 630.52 feet to a point of curvature; thence Easterly along a 1515.00 foot radius curve leading to the left through a central angle of 0°44'13" for an arc distance of 19.48 feet to a point on a non-tangent line; thence North 02°12'46" West along the East line of Tract 8 for 36.00 feet to the Point of Beginning.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: small;">Drawn By</td><td style="text-align: center;">REP</td></tr> <tr><td style="font-size: small;">Cad. No.</td><td style="text-align: center;">200308</td></tr> <tr><td style="font-size: small;">Ref. Dwg.</td><td style="text-align: center;">3017-006-2</td></tr> <tr><td style="font-size: small;">Plotted:</td><td style="text-align: center;">5/22/2020 2:11 PM</td></tr> </table>	Drawn By	REP	Cad. No.	200308	Ref. Dwg.	3017-006-2	Plotted:	5/22/2020 2:11 PM	<p style="font-size: small; margin: 0;"><i>Legal Description</i></p> <p style="font-size: x-large; margin: 0;">FORTIN, LEAVY, SKILES, INC.</p> <p style="font-size: small; margin: 0;">CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: small;">Date</td><td style="text-align: center;">05/22/2020</td></tr> <tr><td style="font-size: small;">Scale</td><td style="text-align: center;">None</td></tr> <tr><td style="font-size: small;">Job. No.</td><td style="text-align: center;">200308</td></tr> <tr><td style="font-size: small;">Dwg. No.</td><td style="text-align: center;">1020-029-1</td></tr> <tr><td style="font-size: small;">Sheet</td><td style="text-align: center;">1 of 4</td></tr> </table>	Date	05/22/2020	Scale	None	Job. No.	200308	Dwg. No.	1020-029-1	Sheet	1 of 4
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Job. No.	200308																			
Dwg. No.	1020-029-1																			
Sheet	1 of 4																			

EXHIBIT "A"

SURVEYOR'S NOTES:

- This site lies in Section 30, Township 54 South, Range 39 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°12'44" E for the West line Tract 58.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #3017-006-2.
- Lands shown hereon containing 23,400 square feet, or 0.537 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 22, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

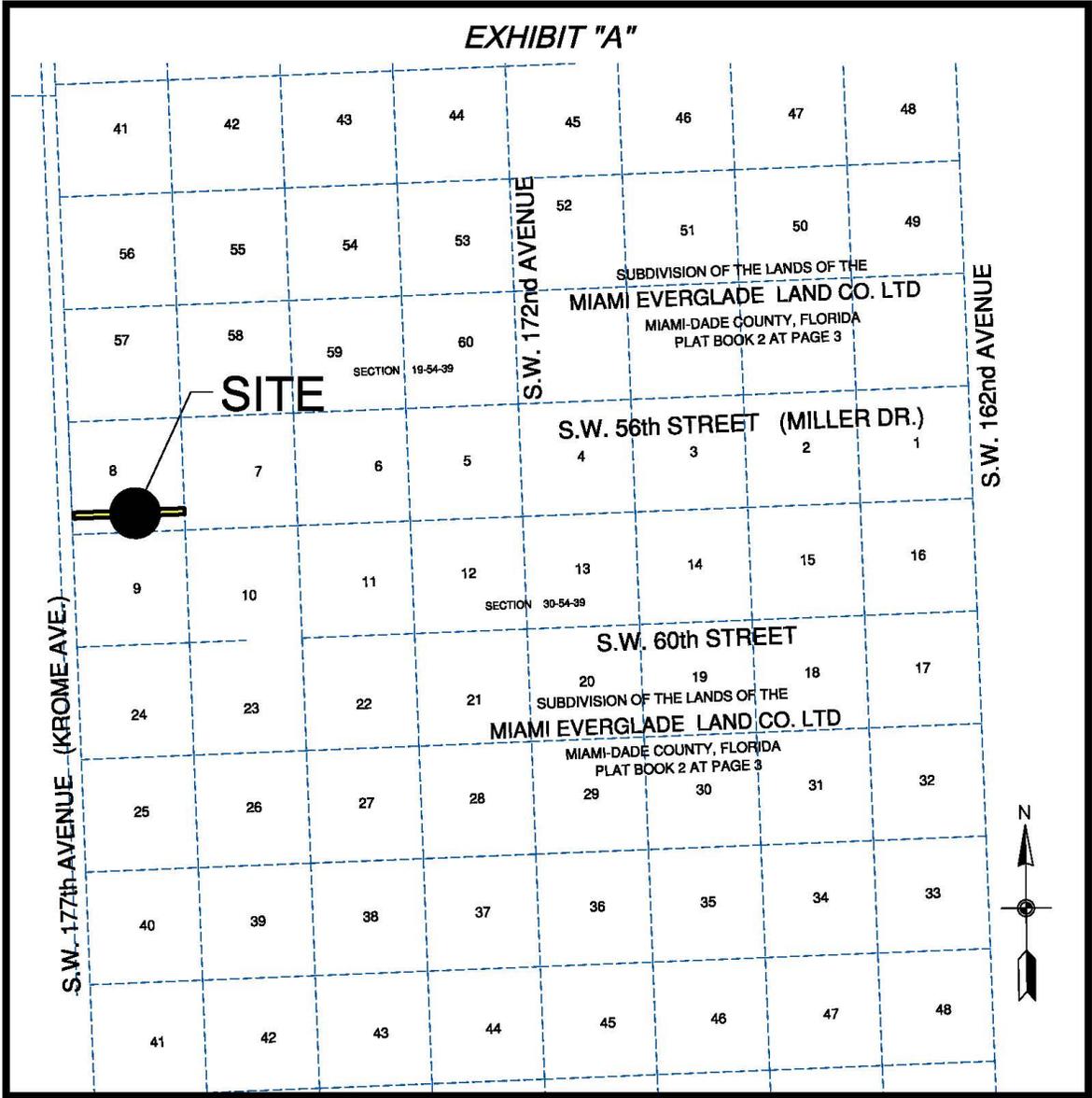


Digitally signed by Daniel C Fortin
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 Date: 2020.05.22 14:36:40 -04'00'

By: _____
 Daniel C. Fortin Jr., For The Firm
 Surveyor and Mapper, LS6435
 State of Florida.

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EXHIBIT "A"



Drawn By	REP
Cad. No.	200308
Ref. Dwg.	3017-006-2
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Location Sketch

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
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Date	05/22/2020
Scale	1" = 800'
Job No.	200308
Dwg. No.	1020-029-1
Sheet	4 of 4

Exhibit 1
Miami-Dade Covenant

THIS INSTRUMENT PREPARED BY:

Name: Graham Penn, Esq.
Address: Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131

COPY

COVENANT RUNNING WITH THE LAND IN FAVOR OF
MIAMI-DADE COUNTY

The undersigned, South Florida Water Management District, the owner of the following described real property (hereinafter called "the Property"):

Tract 59, in Section 19, and Tracts 6, 7, the South ½ of 8, 10 and 11, in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADES LAND CO. LTD., as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida; said lands lying in Miami- Dade County, Florida

Located at the southeast corner of theoretical SW 56 Street and SW 177 Avenue (Folio Nos. 30-4930-001-0060, 0070, 0080, 0100, and 0110; 30-4919-001-0580 and 0590), pursuant to Section 24-43(5)(d) of the Code of Miami-Dade County, hereby submit this covenant running with the land in favor of Miami-Dade County.

The undersigned covenants and agrees as follows:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the West Wellfield Interim protection area or within the basic wellfield protection area of any other utility potable water supply well, except that de minimis quantities of hazardous materials (not including hazardous waste) and lubricating oils and hydraulic fluids necessary to the operation of stationary equipment integral to the operation of a building, shall be allowed outside the thirty (30) day travel time of any utility potable water supply well, provided that the use, handling, or storage of said de minimis quantities occur inside a building and provided that said lubricating oils and hydraulic fluids are contained within the closed sealed reservoirs of the stationary equipment; and
2. Hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the West Wellfield Interim protection area, or within the average day pumpage wellfield protection area, or within the basic wellfield protection area of any other utility potable water supply well, except that small quantity generators, as defined in Section 24-5 of the Code, of hazardous waste are allowed outside the basic wellfield protection area of a utility potable water supply well (except for utility potable water supply well within the West Wellfield Interim protection area) when the water pollution prevention and abatement measures and practices set forth below have been provided.
 - (i) A monitoring program for the detection of pollution caused or which may be caused by hazardous materials, and
 - (ii) Secondary containment for the storage of fifty-five (55) U.S. gallons or more of hazardous materials, and

COPY

- (iii) Inventory control and record-keeping of hazardous materials, and
 - (iv) Storm water management controls to prevent the introduction of hazardous materials into the storm water collection and discharge system, and
 - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.
3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption which contain hazardous materials shall not be prohibited, provided however, that:
- (i) The storage of factory prepackaged products shall only occur within a building; and
 - (ii) The nonresidential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory prepackaged products intended primarily for domestic use or consumption; and
 - (iii) The nonresidential land use is served or is to be served by utility water and utility sanitary sewers; and
 - (iv) Said building is located more than thirty (30) days travel time from any utility potable water supply well; and
 - (v) Prepackaged products necessary to and used solely for the upkeep and maintenance of the property, including any building or landscape features, personal hygiene products, and office supplies containing hazardous materials shall not be prohibited provided that the storage of factory prepackaged products shall only occur within a building and the nonresidential land use is served or is to be served by utility water and utility sanitary sewers.
5. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agrees to notify, in writing, all proposed tenants of the Property of the existence and contents of this Covenant.
6. The undersigned covenants and agrees that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
7. This agreement and Covenant shall be recorded, at the undersigned's expense, in the Public Records of Miami- Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
8. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or the Director's designee when the Director or the Director's designee determines that the Property is not within the West Wellfield Interim protection area nor within the basic wellfield protection area of any public utility potable water supply well.
9. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten years each, unless an instrument signed

by the, then, owner of the Property has been recorded agreeing to change the Covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County as specified herein.

IN WITNESS HEREOF, the Undersigned has caused this Covenant to be executed this ____ day of August, 2018.

WITNESS:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, a
governmental entity created pursuant to
Section 373, Florida Statutes

By: [Signature]
Name: Luis G. Musa

By: [Signature]
Name: Rosy Valdes

By: [Signature]
Federico Fernandez, Chairman

LEGAL FORM APPROVED:

[Signature]
District Office of Counsel

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of August, 2018 by Federico Fernandez, as Chairman of the Governing Board for SOUTH FLORIDA WATER MANAGEMENT DISTRICT, and he is personally known to me or has produced _____ as identification and did not take an oath.



By: [Signature]
Name: Kimberly Marenco
NOTARY PUBLIC - STATE OF FLORIDA
My commission number is: GG 009929
My commission expires: 11/8/20

COPY

EXHIBIT "C"
SFWMD AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, a duly commissioned Notary Public in and for the State and County aforesaid, personally appeared _____, in his capacity as Director of the Real Estate Division of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes ("District"), who after being duly sworn as required by law, deposes and says that, to his knowledge:

1. That, other than that certain Agreement for Exchange of Real Property Interests with IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation, there are no outstanding unrecorded contracts entered into by the District for the sale of the real property described on **Exhibit "A"** attached hereto and made a part hereof (the "Premises") to any person or persons, nor any unrecorded deed, mortgage or other conveyance made by the District affecting or encumbering the title to the Premises.

2. Other than governmental agencies, the District has not authorized any other person or entity to occupy or possess the Premises.

3. That there have been no improvements made upon the Premises within the past ninety (90) days which have been authorized by the District, and there are no outstanding and unpaid bills for labor or contracts, materials or supplies authorized by the District for which a lien or liens might be claimed by any party or parties, against the Premises.

4. That the District will not execute any instrument that would adversely affect the title to the Premises or the interest of the District in the Premises prior to the actual date of recordation of an Antennae Easement encumbering the Premises from the District to IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation.

Affiant:
South Florida Water Management District

By: _____
Name: _____
Its: Director, Real Estate Division

Sworn to and subscribed before by means of [] physical presence or [] online notarization me this _____ day of _____, 2020 by _____ as Director of the Real Estate Division of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.

Notary Public
My Commission Expires: _____

Exhibit A

Tract 59, in Section 19, and Tracts 6, 7, 8, 10 and 11, in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADES LAND CO. LTD., as recorded in Plat Book 2, at Page 3, of the Public Records of Miami-Dade County, Florida; said lands lying in Miami-Dade County, Florida, (referred to as the "**SFWMD Property**")

EXHIBIT "D"
Template for Fee Property Deed

This instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road,
West Palm Beach, FL 33406
ATTN: REAL ESTATE

Tract Nos.: 45800-005, 45800-010 & W9308-375

Ad Valorem Tax Identification Nos. 30-7018-001-0015 & 30-4919-001-0580

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2020 between IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation, (referred to herein as "iHeart Media"), and South Florida Water Management District, a governmental entity created under Chapter 373, Florida Statutes (referred to herein as "SFWMD"), whose address is 3301 Gun Club Road, West Palm Beach, FL 33406, of the County of Palm Beach, State of Florida.

WITNESSETH, that iHeart Media, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said iHeart Media in hand paid by SFWMD, the receipt whereof is hereby acknowledged, has granted, bargained and sold to SFWMD, and SFWMD's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and iHeart Media does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under iHeart Media, but

SUBJECT TO those permitted exceptions listed on Exhibit B.

* " iHeart Media " and "SFWMD" are used for singular or plural, as context requires.

BY ACCEPTANCE HEREOF, SFWMD ACKNOWLEDGES THAT TRACTS 45800-005 AND 45800-010 ARE ADJACENT TO REAL AND PERSONAL PROPERTY OWNED BY FLORIDA POWER & LIGHT COMPANY AND USED BY IT AS A PUBLIC UTILITY CORPORATION OF THE STATE OF FLORIDA, AND SFWMD ACCEPTS THE CONVEYANCE OF TRACTS 45800-005 AND 45800-010 WITH THIS FULL KNOWLEDGE AND SUBJECT TO THE USE OF FPL'S ADJACENT LAND AND PERSONAL PROPERTY FOR SUCH PURPOSES OR ANY OTHER LEGALLY AUTHORIZED USE.

IN WITNESS WHEREOF, iHeart Media has hereunto set its hand and seal the day and year first above
SFWMD - iHeartMedia - Agreement for Exchange of Real Property

written.

Signed, Sealed and Delivered in the:
presence of:

Grantor:
IHEARTMEDIA + ENTERTAINMENT, INC.,
a Nevada Corporation

By: _____
Name _____
Title: _____

Name: _____
Print, Type or Stamp Name of witness

(Corporate Seal)

Name: _____
Print, Type or Stamp Name of witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before by means of [] physical presence or [] online notarization me this _____ day of _____, 2020, by _____, as _____, of IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation, on behalf of the corporation, who is personally known to me.

Notary Public
Print: _____
My Commission Expires: _____

Exhibit A

Legal Description of the iHeart 10 Property:

Tract No. W9308-375

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Tract No. 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Tract No. 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18;
and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Terms, conditions, and easements appearing on the Plat of Miami Land and Development Company Subdivision, according to the Plat thereof as recorded in Plat Book 5, Page 10, of the Public Records of Miami - Dade County, Florida. (as to Tracts 45800-005 and 45800-010);
2. Resolution No. R-1249-96, recorded February 11, 1997 in in ORB 17524, Page 1945 (applicable to the Tracts 45800-005 and 45800-010);
3. Canal Reservation reserved to Trustees of the Internal Improvement Fund Deed No. 16189 recorded in Deed Book 46, Page 252, Corrective Deed No. 16189 recorded in Deed Book 65, Page 357, as affected by Certificate Board of Trustees recorded September 16, 1991 recorded in Official Records Book 15207, Page 289, and as affected by Release recorded in Official Records Book 10944, Page 1714. (as to Tract W9308-375);
4. Terms, conditions and easements appearing on the Plat of MIAMI EVERGLADES LAND CO. LTD, as recorded in Plat Book 2, Page 3. (As to Tract W9308-375); and
5. Easements in favor of Florida Power & Light Company as recorded on April 3, 2018 in Official Records Book 30922, Page 2430, of the Public Records of Miami-Dade County, Florida (as to Tracts 45800-005 and 45800-010).

EXHIBIT "E"
iHeartMedia Affidavit

OWNER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, a duly commissioned Notary Public in and for the State and County aforesaid, personally appeared Steve Davis (the "Affiant") who after being duly sworn as required by law, deposes and says:

1. That Affiant is the _____ of IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation (the "Corporation"), and the Corporation currently maintains an active status with the Secretary of State, Division of Corporations (or other such appropriate agency) in the State of Nevada, and in this capacity as said officer has personal knowledge of the matters set forth herein, and that Affiant is authorized by the Corporation to execute this Affidavit on its behalf.

2. That the Corporation is the owner of the following described real property situate, lying and being in the County of Miami-Dade, State of Florida, (the "Premises") more particularly described in the attached Exhibit "A", incorporated herein by reference. In connection herewith, a title insurance commitment (referred to herein as the "Title Commitment") has been issued by a reputable title company selected by iHeartMedia, agreeing to issue to SFWMD an owner's policy of title insurance in the amount of \$907,000.00, insuring SFWMD as to the marketable status of the title to the Premises.

3. That to the best of my knowledge, the Premises is free and clear of all liens, judgments, mortgages, taxes, encumbrances and claims of every nature, kind and description whatsoever except those matters shown in the Title Commitment.

4. That to the best of my knowledge, all persons, firms and entities who have performed labor or supplied materials upon the Premises on behalf of the Corporation, if any, have been fully paid. There is no person, firm or corporation who has any right or claim of lien against the Premises for having furnished material or performed labor thereon by or on behalf of the Corporation. There have been no improvements, alterations or repairs to the Premises for which the costs thereof remain unpaid. Within the past ninety (90) days, no improvements have been commenced on the Premises that would result in a lien on the Premises. Notwithstanding anything contained herein to the contrary, Affiant's statements in this paragraph apply only to work, labor, services or materials performed for or obtained by the Corporation.

5. That to the best of my knowledge there are no matters pending against the Corporation that could give rise to a lien that would attach to the Premises prior to the actual date of recordation of the documents applicable to this transaction.

6. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor (Seller) is a foreign Company, foreign partnership, foreign trust or foreign estate (as that term is defined in the Internal Revenue Code of the United States and the regulations thereunder). This is to inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by the Corporation, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Corporation:

(a). The Corporation's Legal Name is: IHEARTMEDIA + ENTERTAINMENT, INC.

(b). The address of the Corporation, is: 20880 Stone Oak Parkway, San Antonio, TX 78258

(c). The Corporation, is not a foreign Corporation,, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

7. In connection with the sale or exchange of the property, you are required by law to provide South Florida Water Management District with your correct taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

(a). The Corporation's Taxpayer Identification Number is: 74-2722883.

This Taxpayer Identification Number is being provided in connection with a real estate transaction.

8. The undersigned understands that this certificate may be disclosed to the Internal Revenue Service by South Florida Water Management District and that any false statement contained herein could be punished by fine, imprisonment, or both.

9. That the representations and warranties in Paragraph 19 of the Agreement for Exchange of Real Property Interests by and between the Corporation and South Florida Water Management District, having an effective date of _____, 2020 regarding the Premises are true and correct to the best of my knowledge.

10. Affiant states that Affiant is familiar with the nature of an oath and with penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature, and Affiant further states that all the statements made herein are made for the purpose of inducing South Florida Water Management District to acquire the Premises, and that all statements contained herein are true, both in substance and fact.

11. Wherever used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders, and vice versa.

Name: _____, Affiant

Sworn and subscribed before me by means of [] physical presence or [] online notarization this _____ day of _____, 2020 by _____ of IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

Exhibit A

Legal Description of the iHeart 10 Property:

Tract No. W9308-375

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Tract No. 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Tract No. 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY , according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18;
and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

**EXHIBIT "F" TO
AGREEMENT FOR EXCHANGE OF REAL PROPERTY INTERESTS BETWEEN
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation**

**Projects: BBCW & Bird Drive
Tract Nos. 45800-005, 45800-010 & W9308-375
Tax Folio Numbers: 30-7018-001-0015 & 30-4919-001-0580**

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF Ohio
COUNTY OF Warren

Before me, the undersigned authority, personally appeared, Jeff Littlejohn ("Affiant") this 3rd day of June, 2020, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) That Affiant is the Executive Vice President, Engineering and Systems Integration of IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada corporation (hereinafter referred to as "iHeartMedia"), and iHeartMedia currently maintains an active status with the Secretary of State, Division of Corporations (or other such appropriate agency) in the State of Nevada, and in this capacity as said officer has personal knowledge of the facts and matters set forth herein, and that Affiant is authorized by iHeartMedia to execute this Affidavit on its behalf. Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein concerning iHeartMedia are true, correct, and complete.

2) That, to my knowledge, Bird Drive Mitigation LLC, is a Florida limited liability company with a principal address at 6821 West North Avenue, Suite 200, Oak Park, IL 60302 ("BDM").

3) That, to my knowledge, BDM has a fee simple interest in the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"), and is intended to have a fee simple interest in the Premises prior to iHeartMedia's acquisition of the Premises. Attached as Exhibit "B" is BDM's signed and notarized Beneficial Interest and Disclosure Affidavit regarding its owners (the "BDM Affidavit").

4) That iHeartMedia has a valid executed contract with BDM and its affiliate, Isle of Dreams, L.L.C., a Florida limited liability company ("IOD") for the acquisition of the Premises from BDM. Attached as Exhibit "C" is IOD's signed and notarized Beneficial Interest and Disclosure Affidavit regarding its owners (the "IOD Affidavit").

5) Affiant states the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) that will hold a beneficial interest with respect to the Premises through iHeartMedia at the time of iHeartMedia's conveyance of the Premises to the South Florida Water Management District ("SFWMD"), assuming BDM grants iHeartMedia a fee interest in the Premises prior to such conveyance as is required by iHeartMedia's contract with BDM and IOD: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
CC Broadcast Holdings, Inc., a Nevada corporation ("CCBH")	20880 Stone Oak Parkway San Antonio, TX	100% of iHeartMedia
Clear Channel Broadcasting Licenses, Inc., a Nevada corporation ("CCBL")	20880 Stone Oak Parkway San Antonio, TX	100% of CCBH

iHeart Operations, Inc., a Delaware corporation ("IOI")	20880 Stone Oak Parkway San Antonio, TX	100% of CCBL
iHeartCommunications, Inc., a Texas corporation ("IHCI")	20880 Stone Oak Parkway San Antonio, TX	100% of IOI
iHeartMedia Capital I, LLC, a Delaware limited liability company ("IMC I LLC")	20880 Stone Oak Parkway San Antonio, TX	100% of IHCI
iHeartMedia Capital II, LLC, a Delaware limited liability company ("IMC II LLC")	20880 Stone Oak Parkway San Antonio, TX	100% of IHC I LLC
iHeartMedia, Inc., a publicly traded Delaware corporation, exempt under Fla. Stat. § 286.23	20880 Stone Oak Parkway San Antonio, TX	100% of IHC II LLC

5) To the best of my knowledge, all persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups, who will have a financial interest in this transaction (other than BDM, which has a beneficial interest in the Premises as disclosed in Section 3 above, IOD, and any person disclosed by BDM in the BDM Affidavit and IOD in the IOD Affidavit), or who have received or who are entitled to receive a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the SFWMD entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are (if non-applicable, please indicate None or Non-Applicable): None

Amount of Consideration to Be Disclosed If Contingent on Achieving Successful Acquisition*

<u>Name</u> <u>Amount</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Consideration</u>
------------------------------	----------------	---------------------------	----------------------

*Attorney's fees received as result of legal representation are exempt

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Jeff Littlejohn

SWORN TO and subscribed before me, by means of physical presence, this 3rd day of June, 2020, by Jeff Littlejohn. (Notary Public must check applicable box):



(NOTARY PUBLIC SEAL)

Aislinn Henderson
Notary Public, State of Ohio
My Commission Expires 5-10-2022
Comm# 2017-RE-651286

is/are personally known to me.
 produced a current driver license(s).
 produced OH DL as identification.

Notary Public

(Print, Type or Stamp Name of Notary Public)

**EXHIBIT A
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation**

Tract Nos. 45800-005, 45800-010, & W9308-375

[LEGAL DESCRIPTIONS TO BE ATTACHED]

Exhibit A

Legal Description of the iHeart 10 Property:

Tract No. W9308-375

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Tract No. 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Tract No. 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

5) All persons individuals firms associations joint ventures partnerships estates trusts syndicates, fiduciaries, corporations, or other entities or groups who have a financial interest in this transaction (other than persons who have a beneficial interest in the Premises as disclosed in Section 2 above), or who have received or who are entitled to receive a fee, consideration, real estate commission, percentage gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the South Florida Water Management District entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction or to solicit or secure the agreement to acquire the Premises, are (if non-applicable, please indicate None or Non-Applicable):

Amount of Fee to Be Disclosed If Contingent on Achieving Successful Acquisition*

<u>NAME</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Fee Amount</u>
None			

*Attorney's fees received as result of legal representation are exempt

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes

FURTHER AFFIANT SAYETH NOT.

AFFIANT

 Printed Name: Andre Radandt

SWORN TO and subscribed before me, by means of physical presence, this 25th day of NOV, 2020, by _____ Such person(s). (Notary Public must check applicable box)

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Daniel Seola
 Notary Public
 (Print, Type or Stamp Name of Notary Public)

Exhibit A

Legal Description of the iHeart 10 Property:

Tract No. W9308-375

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Tract No. 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Tract No. 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY , according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

**EXHIBIT "C" TO
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation**

Projects: BBCW & Bird Drive
Tract Nos. 45800-005, 45800-010 & W9308-375
Tax Folio Numbers: 30-7018-001-0015 & 30-4919-001-0580

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUDE

Before me, the undersigned authority, personally appeared, ANDRE RADANDT, ("Affiant") this 3rd day of June, 2020, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

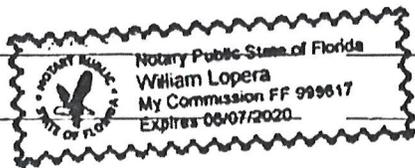
1) That Affiant is the authorized representative of Isle of Dreams, L.L.C., a Florida limited liability company (hereinafter referred to as "IOD"), and IOD currently maintains an active status with the Secretary of State, Division of Corporations (or other such appropriate agency) in the State of Florida, and in this capacity as said officer has personal knowledge of the facts and matters set forth herein, and that Affiant is authorized by IOD to execute this Affidavit on its behalf. Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) That Bird Drive Mitigation LLC, a Florida limited liability company (hereinafter referred to as "BDM" whose address is 6821 West North Avenue, Suite 200, Oak Park, IL 60302, is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

3) That IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada corporation, has a valid executed contract with BDM and its affiliate, IOD for the acquisition of the Premises from BDM.

4) Affiant states the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest with respect to the Premises: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
<u>ANDRE RADANDT</u>	<u>6821 W NORTH AVE</u>	<u>100%</u>
	<u>SUITE 200</u>	
	<u>OAK PARK, IL 60302</u>	



Andre Radandt
William Lopera

5) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups, who have a financial interest in this transaction (other than persons who have a beneficial interest in the Premises as disclosed in Section 2 above), or who have received or who are entitled to receive a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the South Florida Water Management District entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are **(if non-applicable, please indicate None or Non-Applicable)**:

Amount of Fee to Be Disclosed If Contingent on Achieving Successful Acquisition*

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Fee Amount</u>
NONE	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Attorney's fees received as result of legal representation are exempt

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

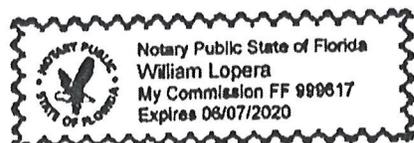
FURTHER AFFIANT SAYETH NOT.

AFFIANT



 ANDRE RADANDT

SWORN TO and subscribed before me, by means of physical presence, this 3rd day of June, 2020, by ANDRE RADANDT Such person(s). (Notary Public must check applicable box):



(NOTARY PUBLIC SEAL)

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

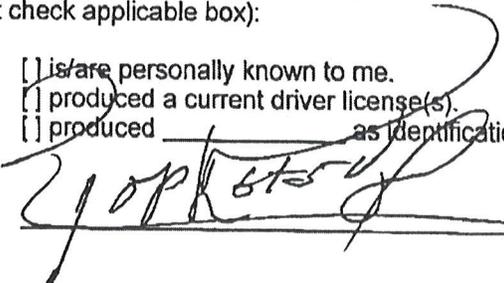


Exhibit A

Legal Description of the iHeart 10 Property:

Tract No. W9308-375

All of Tract 58 in Section 19, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. in DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, together with the South 10.00 feet of the Southwest 1/4 of said Section 19, lying West of the East line of said Tract 58 extended Southerly, lying East of the West line of said Tract 58 extended Southerly, being a portion of right of way now vacated by resolution No. R-190-20 which was passed and adopted by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020.

Legal Description of the iHeart 83 Property:

Tract No. 45800-005:

Lots 1 through 12, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND- AND-DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the East 30.00 of the Southeast 1/4 of said Section 18;
further LESS that portion thereof lying within the North 200.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

AND

Tract No. 45800-010:

Lots 15 through 22, inclusive, Block 4, Section 18, Township 57 South, Range 40 East, MIAMI-LAND-AND-DEVELOPMENT COMPANY , according to the Plat thereof as recorded in Plat Book 5 at Page 10, of the Public Records of Miami - Dade County, Florida;
LESS that portion thereof lying within the South 105.00 feet of the Southeast 1/4 of said Section 18; and further LESS that portion thereof lying within the West 35.00 feet of the Southeast 1/4 of said Section 18.

EXHIBIT "G"
Template for Quit Claim Deed

This instrument prepared by & return to:
South Florida Water Management District 3301
Gun Club Road
West Palm Beach, Florida 33406

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, 2020, between IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation ("Grantor") having a principal business address of 200 East Basse Road, Suite 100, San Antonio, TX 78209 and South Florida Water Management District, a government entity of the State of Florida created by Chapter 373, Florida Statutes, ("Grantee"), with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents, does hereby remise, release and quitclaim unto Grantee, its successors and assigns forever, whatever interest Grantor has in the following described land, situate, lying and being in Miami-Dade County, State of Florida (the "Premises), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, to the proper use, benefit and behoof of Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names.

Signed, Sealed and Delivered in the
of:

Grantor:
IHEARTMEDIA + ENTERTAINMENT, INC., presence
a Nevada Corporation

By: _____
Name _____
Title: _____

Name: _____
Print, Type or Stamp Name of witness

(Corporate Seal)

Name: _____
Print, Type or Stamp Name of witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before by means of physical presence or online notarization
me this _____ day of _____, 2020, by _____,
as _____, of IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada
Corporation, on behalf of the corporation, who is personally known to me.

Notary Public
Print: _____
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION: North

A portion of the SE 1/4 of Section 18, Township 57 South, Range 40 East, being a portion of MIAMI- LAND-AND-DEVELOPMENT COMPANY, according to the plat thereof as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Being bound on the North by the North line of said SE 1/4 of Section 18, Township 57 South, Range 40 East and being bound on the East by the East line of said SE 1/4 of Section 18, and bound on the South by the South line of Lots 1 through 12, inclusive, in Block 4 of said MIAMI- LAND-AND-DEVELOPMENT COMPANY plat and the Easterly and Westerly prolongations thereof, and bound on the West by the West line of said SE 1/4 of Section 18.

LEGAL DESCRIPTION: South

A portion of the SE 1/4 of Section 18, Township 57 South, Range 40 East, being a portion of MIAMI- LAND-AND-DEVELOPMENT COMPANY, according to the plat thereof as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Being bound on the North by the North lines of Lots 15 through 22, inclusive, in Block 4 of said MIAMI- LAND-AND-DEVELOPMENT COMPANY plat and the Easterly and Westerly prolongations thereof, being bounded on the East by the East line of said Lot 22, and the Southerly prolongations thereof, and bound on the South by the South line of the SE 1/4 of said Section 18, Township 57 South, Range 40 East, and bound on the West by the West line of said SE 1/4 of Section 18.

EXHIBIT H
August 2018 Covenant Running with the Land in favor of Miami-Dade County

THIS INSTRUMENT PREPARED BY:

Name: Graham Penn, Esq.
Address: Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131

COPY

COVENANT RUNNING WITH THE LAND IN FAVOR OF
MIAMI-DADE COUNTY

The undersigned, South Florida Water Management District, the owner of the following described real property (hereinafter called "the Property"):

Tract 59, in Section 19, and Tracts 6, 7, the South ½ of 8, 10 and 11, in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADES LAND CO. LTD., as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida; said lands lying in Miami- Dade County, Florida

Located at the southeast corner of theoretical SW 56 Street and SW 177 Avenue (Folio Nos. 30-4930-001-0060, 0070, 0080, 0100, and 0110; 30-4919-001-0580 and 0590), pursuant to Section 24-43(5)(d) of the Code of Miami-Dade County, hereby submit this covenant running with the land in favor of Miami-Dade County.

The undersigned covenants and agrees as follows:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the West Wellfield Interim protection area or within the basic wellfield protection area of any other utility potable water supply well, except that de minimis quantities of hazardous materials (not including hazardous waste) and lubricating oils and hydraulic fluids necessary to the operation of stationary equipment integral to the operation of a building, shall be allowed outside the thirty (30) day travel time of any utility potable water supply well, provided that the use, handling, or storage of said de minimis quantities occur inside a building and provided that said lubricating oils and hydraulic fluids are contained within the closed sealed reservoirs of the stationary equipment; and
2. Hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the West Wellfield Interim protection area, or within the average day pumpage wellfield protection area, or within the basic wellfield protection area of any other utility potable water supply well, except that small quantity generators, as defined in Section 24-5 of the Code, of hazardous waste are allowed outside the basic wellfield protection area of a utility potable water supply well (except for utility potable water supply well within the West Wellfield Interim protection area) when the water pollution prevention and abatement measures and practices set forth below have been provided.
 - (i) A monitoring program for the detection of pollution caused or which may be caused by hazardous materials, and
 - (ii) Secondary containment for the storage of fifty-five (55) U.S. gallons or more of hazardous materials, and

- (iii) Inventory control and record-keeping of hazardous materials, and
 - (iv) Storm water management controls to prevent the introduction of hazardous materials into the storm water collection and discharge system, and
 - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.
3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption which contain hazardous materials shall not be prohibited, provided however, that:
- (i) The storage of factory prepackaged products shall only occur within a building; and
 - (ii) The nonresidential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory prepackaged products intended primarily for domestic use or consumption; and
 - (iii) The nonresidential land use is served or is to be served by utility water and utility sanitary sewers; and
 - (iv) Said building is located more than thirty (30) days travel time from any utility potable water supply well; and
 - (v) Prepackaged products necessary to and used solely for the upkeep and maintenance of the property, including any building or landscape features, personal hygiene products, and office supplies containing hazardous materials shall not be prohibited provided that the storage of factory prepackaged products shall only occur within a building and the nonresidential land use is served or is to be served by utility water and utility sanitary sewers.
5. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agrees to notify, in writing, all proposed tenants of the Property of the existence and contents of this Covenant.
6. The undersigned covenants and agrees that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
7. This agreement and Covenant shall be recorded, at the undersigned's expense, in the Public Records of Miami- Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
8. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or the Director's designee when the Director or the Director's designee determines that the Property is not within the West Wellfield Interim protection area nor within the basic wellfield protection area of any public utility potable water supply well.
9. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten years each, unless an instrument signed

by the, then, owner of the Property has been recorded agreeing to change the Covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County as specified herein.

IN WITNESS HEREOF, the Undersigned has caused this Covenant to be executed this ____ day of August, 2018.

WITNESS:

By: [Signature]
Name: Luis G. Musa

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, a
governmental entity created pursuant to
Section 373, Florida Statutes

By: [Signature]
Name: Rosny Valdes

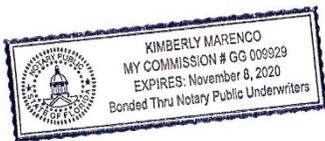
By: [Signature]
Federico Fernandez, Chairman

LEGAL FORM APPROVED:

[Signature]
District Office of Counsel

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of August, 2018 by Federico Fernandez, as Chairman of the Governing Board for SOUTH FLORIDA WATER MANAGEMENT DISTRICT, and he is personally known to me or has produced _____ as identification and did not take an oath.



By: [Signature]
Name: Kimberly Marenco
NOTARY PUBLIC - STATE OF FLORIDA
My commission number is: GG 009929
My commission expires: 11/8/20

COPY

Schedule "A"
Antennae Tract Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION:

All of Tract 58 and a portion of Tract 59 in Section 19, Township 54 South, Range 39 East; and all of Tracts 6, 7, 10 and 11 and a portion of Tract 8 in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida, together with that portion of Twenty (20) foot wide Right-of-Way, lying adjacent to and adjoining the South line of said Tracts 58 and 59 in Section 19 and being adjacent to and adjoining the North line of said Tracts 6, 7 and 8 and lying South of the East 1/2 of said Tract 10 in Section 30, now vacated by resolution No. R-190-20 which was passed by the Board of County Commissioners of Miami-Dade County, Florida on the 19th day of February, 2020, and being more particularly described as follows:

BEGIN at the Northwest corner of said Tract 58; thence South 02°12'44" East along the West line of said Tract 58, and the Southerly prolongation thereof for 659.91 feet to a point on the South line of said Section 19; thence South 02°12'46" East along the West line of said Tract 7 and the Northerly prolongation thereof for 15.05 feet to a point on a circular curve concave to the East and whose radius point bears South 60°46'47" East; thence Southwesterly and Southeasterly along a 343.33 foot radius curve leading to the left through a central angle of 62°51'57" for an arc distance of 376.71 feet to a point on a non-tangent line; thence South 02°12'46" East along said West line of Tracts 7 and 10 for 936.94 feet to a point on the South line of said Tract 10 in Section 30; thence North 87°41'31" East, along said South line of Tract 10, for 330.03 feet; thence South 02°13'12" East along a line parrallel with the West line of the East 1/2 of said Tract 10 for 10.00 feet to a point on the South line, of the North 1/2, of the Northwest 1/4, of said Section 30; thence North 87°41'31" East, along said South line, of the North 1/2, of the Northwest 1/4, of Section 30, for 330.03 feet; thence North 02°13'04" West along the Southerly Projection of the East line of said Tract 10 for 10.00 feet to the Southeast corner of said Tract 10, also being the Southwest corner of said Tract 11 in Section 30; thence North 87°41'31" East, along the South line of said Tract 11, for 660.06 feet to the Southeast corner of said Tract 11; thence North 02°13'23" West along said East line of Tracts 11 and 6 and the Northerly prolongation thereof for 1310.18 to a point on the North line of said Section 30; thence North 02°13'09" West along the East line of said Tract 59 in Section 19, and the Southerly prolongation thereof, for 509.54 feet; thence South 87°40'56" West for 150.50 feet; thence North 02°13'09" West for 150.50 feet to a point on the North line of said Tract 59; thence South 87°40'56" West along the North line of said Tracts 58 and 59 for 1169.30 feet to the Point of Beginning.

<i>Drawn By</i> REP	Legal Description	<i>Date</i> 05/22/2020
<i>Cad. No.</i> 200308	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS <small>FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com</small>	<i>Scale</i> None
<i>Ref. Dwg.</i> 3017-006-2		<i>Job. No.</i> 200308
<i>Plotted:</i> 5/22/2020 2:05 PM		<i>Dwg. No.</i> 1020-029
		<i>Sheet</i> 1 of 4

EXHIBIT "A"

SURVEYOR'S NOTES:

- This site lies in Sections 19 & 30, Township 54 South, Range 39 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°12'44" E for the West line Tract 58.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #3017-006-2.
- Lands shown hereon containing 2,593,302 square feet, or 59.534 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 22, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

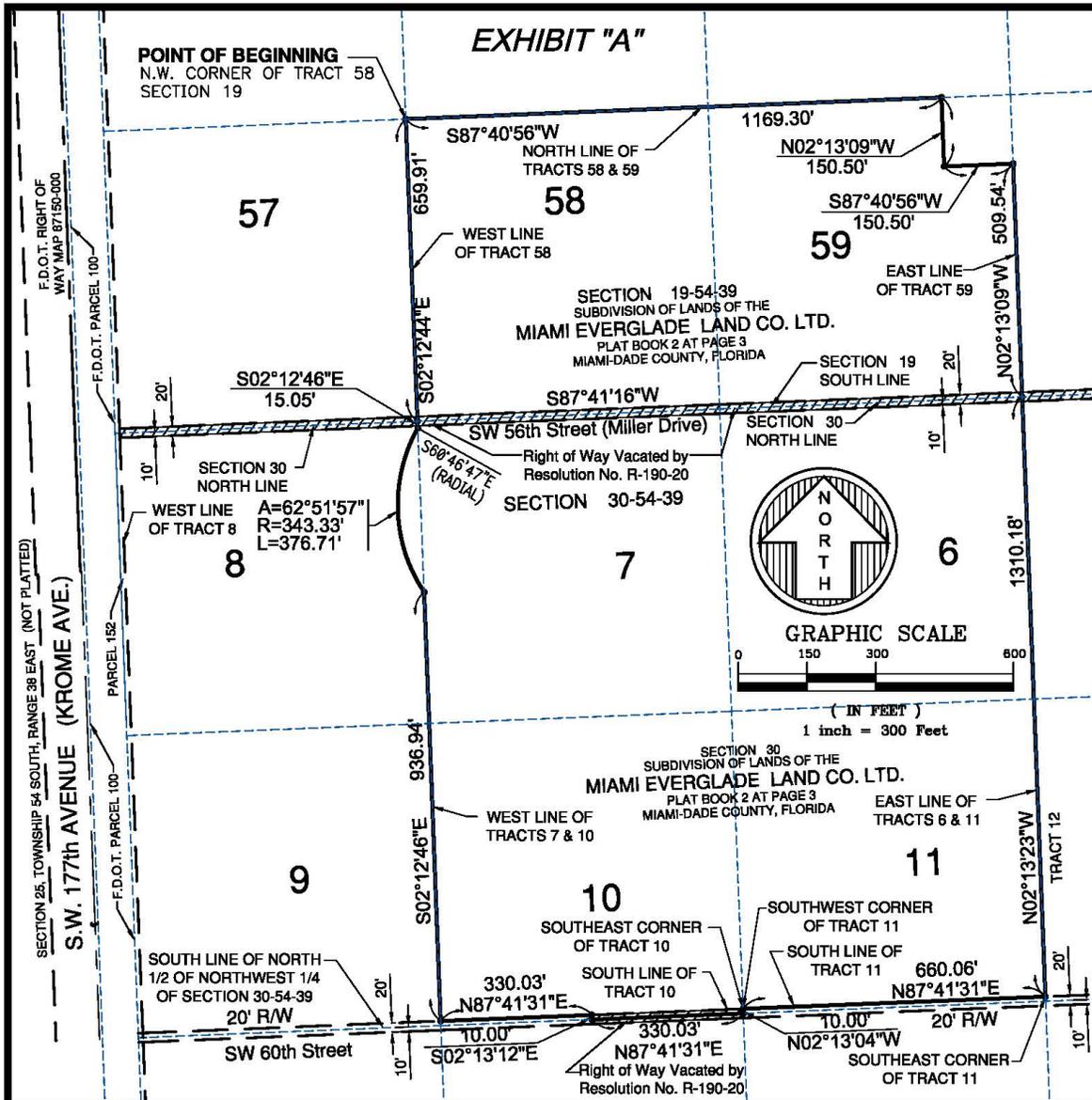
FORTIN, LEAVY, SKILES, INC., LB3653

By: Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.



Digitally signed by Daniel C Fortin
DN: c=US, o=Unaffiliated,
ou=A01410D00000170A05CF5E
E0000949F, cn=Daniel C Fortin
Date: 2020.05.22 14:35:34 -04'00'

Drawn By REP	Notes & Certification	Date 05/22/2020
Cad. No. 200308	FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Scale None
Ref. Dwg. 3017-006-2		Job. No. 200308
Plotted: 5/22/2020 2:05 PM		Dwg. No. 1020-029
		Sheet 2 of 4



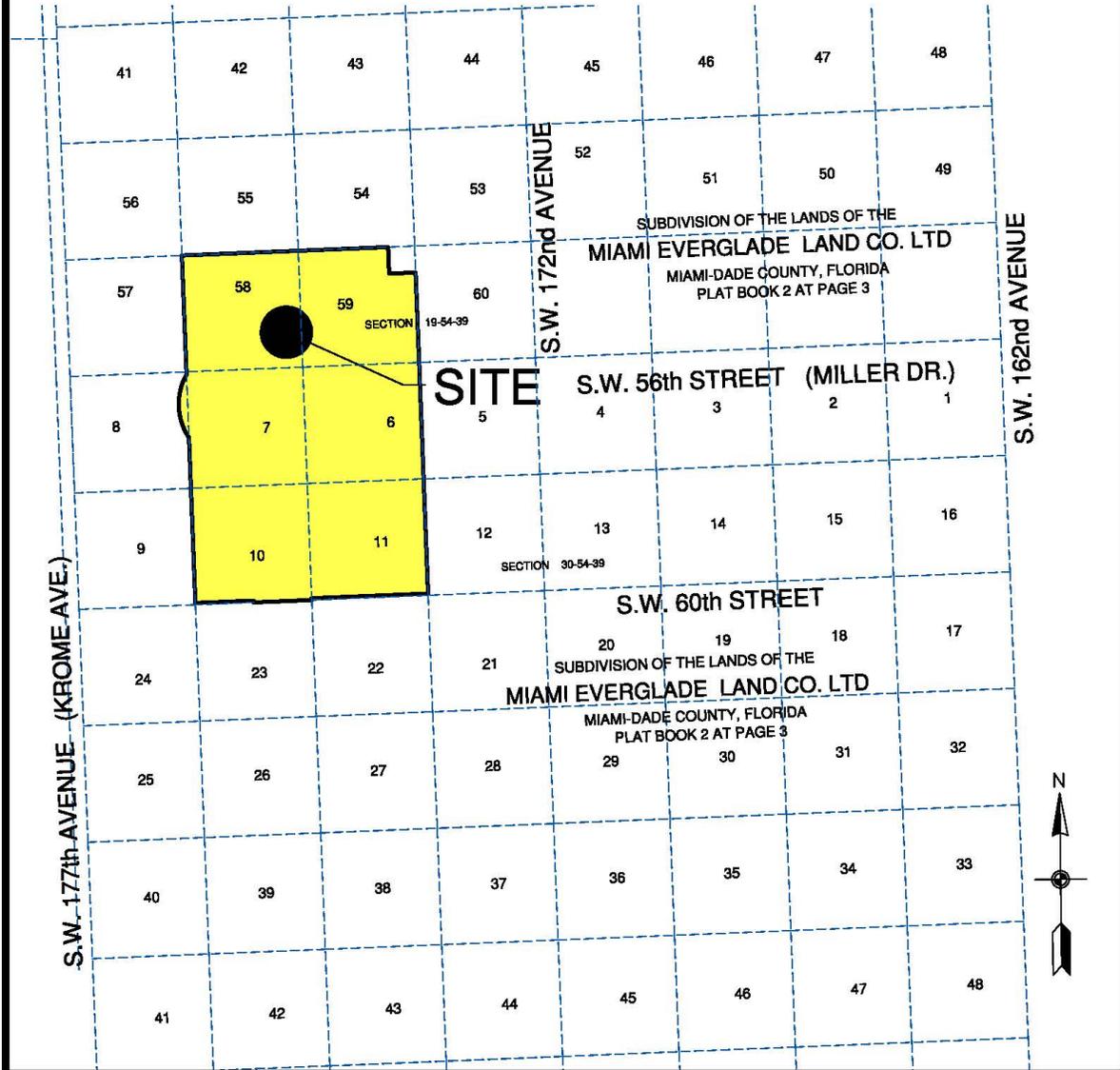
Drawn By	REP
Cad. No.	200308
Ref. Dwg.	3017-006-2
Plotted:	5/22/2020 2:05 PM

Sketch of Description

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	05/22/2020
Scale	1" = 300'
Job. No.	200308
Dwg. No.	1020-029
Sheet	3 of 4

EXHIBIT "A"



Drawn By	REP
Cad. No.	200308
Ref. Dwg.	3017-006-2
Plotted:	5/22/2020 2:05 PM

Location Sketch

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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Date	05/22/2020
Scale	1" = 800'
Job. No.	200308
Dwg. No.	1020-029
Sheet	4 of 4

Schedule "B"
Access Tract and Electric Distribution Tract Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Tract 8 in Section 30, Township 54 South, Range 39 East, according to the plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA, as recorded in Plat Book 2 at Page 3, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Tract 58 in Section 19, Township 54 South, Range 39 East of said plat of SUBDIVISION OF LANDS OF THE MIAMI EVERGLADE LAND CO. LTD. IN DADE COUNTY, FLORIDA.; thence South 02°12'44" East along the West line of said Tract 58 and the Southerly prolongation thereof, for 659.91 feet to a point on the South line of said Section 19; thence South 02°12'46" East along the West line of Tract 7 and the Northerly prolongation thereof for 15.05 feet to a point on a circular curve concave to the East and whose radius point bears South 60°46'47" East; thence Southwesterly and Southeasterly along a 343.33 foot radius curve leading to the left through a central angle of 62°51'57" for an arc distance of 376.71 feet to a point on a non-tangent line; thence South 02°12'46" East along the West line of Tract 7 in said Section 30 of said plat for 157.77 feet to a point on a circular curve concave to the North and whose radius point bears North 03°04'01" West, said point being the Point of Beginning of the hereinafter described parcel of land; thence Westerly along a 1479.00 foot radius curve, leading to the right, through a central angle of 0°45'26" for an arc distance of 19.55 feet to a point of tangency; thence South 87°41'23" West for 630.46 feet to a point on the West line of said Tract 8 in Section 30; thence South 02°12'27" East along said West line of Tract 8 for 36.00 feet; thence North 87°41'23" East for 630.52 feet to a point of curvature; thence Easterly along a 1515.00 foot radius curve leading to the left through a central angle of 0°44'13" for an arc distance of 19.48 feet to a point on a non-tangent line; thence North 02°12'46" West along the East line of Tract 8 for 36.00 feet to the Point of Beginning.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Drawn By</td> <td style="text-align: right;">REP</td> </tr> <tr> <td style="font-size: small;">Cad. No.</td> <td style="text-align: right;">200308</td> </tr> <tr> <td style="font-size: small;">Ref. Dwg.</td> <td style="text-align: right;">3017-006-2</td> </tr> <tr> <td style="font-size: small;">Plotted:</td> <td style="text-align: right;">5/22/2020 2:11 PM</td> </tr> </table>	Drawn By	REP	Cad. No.	200308	Ref. Dwg.	3017-006-2	Plotted:	5/22/2020 2:11 PM	<p style="font-size: small; font-weight: bold;"><i>Legal Description</i></p> <p style="font-size: large; font-weight: bold; margin: 0;">FORTIN, LEAVY, SKILES, INC.</p> <p style="font-size: small; margin: 0;">CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Date</td> <td style="text-align: right;">05/22/2020</td> </tr> <tr> <td style="font-size: small;">Scale</td> <td style="text-align: right;">None</td> </tr> <tr> <td style="font-size: small;">Job. No.</td> <td style="text-align: right;">200308</td> </tr> <tr> <td style="font-size: small;">Dwg. No.</td> <td style="text-align: right;">1020-029-1</td> </tr> <tr> <td style="font-size: small;">Sheet</td> <td style="text-align: right;">1 of 4</td> </tr> </table>	Date	05/22/2020	Scale	None	Job. No.	200308	Dwg. No.	1020-029-1	Sheet	1 of 4
Drawn By	REP																			
Cad. No.	200308																			
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Scale	None																			
Job. No.	200308																			
Dwg. No.	1020-029-1																			
Sheet	1 of 4																			

EXHIBIT "A"

SURVEYOR'S NOTES:

- This site lies in Section 30, Township 54 South, Range 39 East, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 02°12'44" E for the West line Tract 58.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #3017-006-2.
- Lands shown hereon containing 23,400 square feet, or 0.537 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 22, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

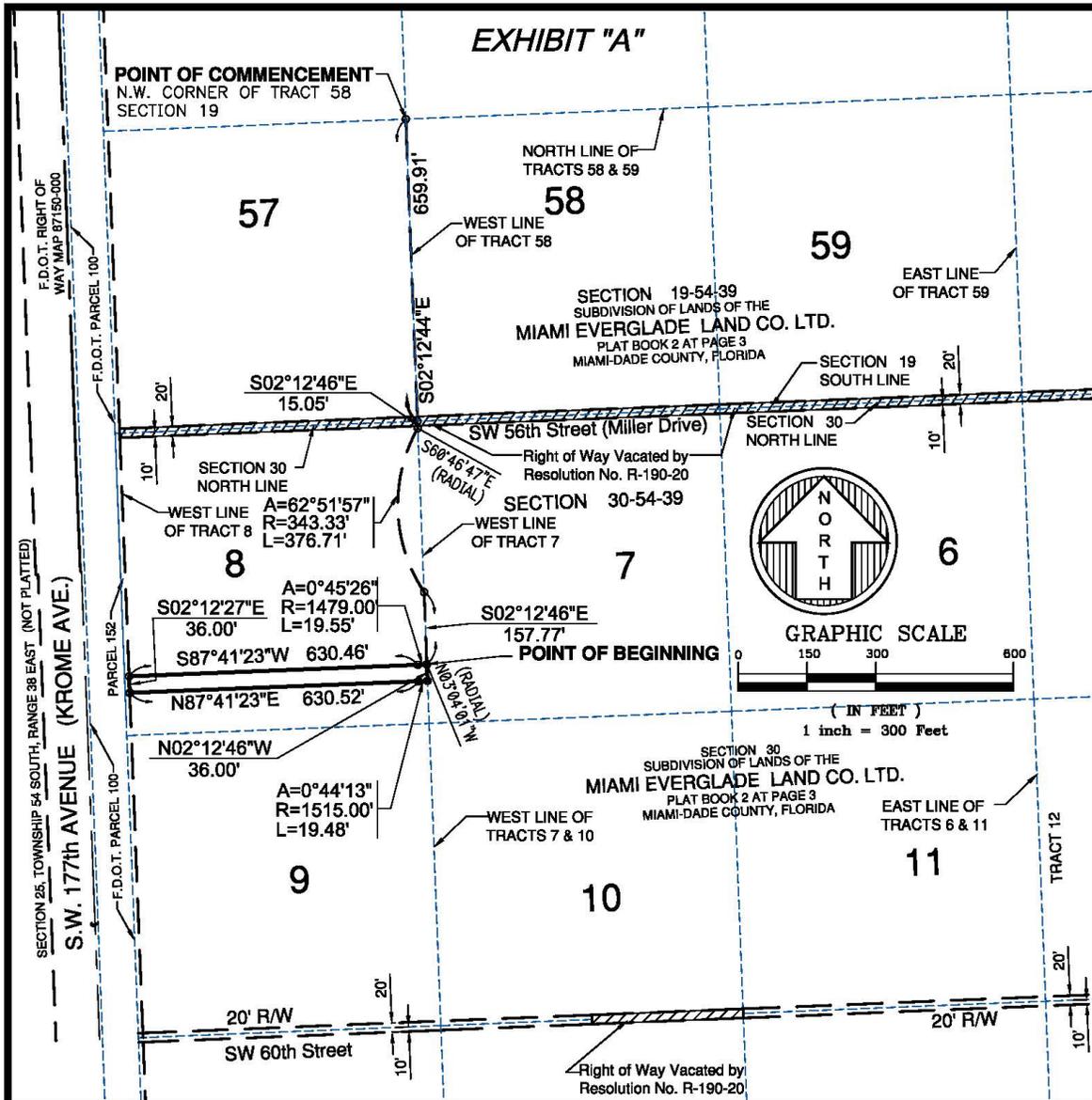
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
 Daniel C. Fortin Jr., For The Firm
 Surveyor and Mapper, LS6435
 State of Florida.



Digitally signed by Daniel C Fortin
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Drawn By REP Cad. No. 200308 Ref. Dwg. 3017-006-2 Plotted: 5/22/2020 2:11 PM	Notes & Certification FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Date 05/22/2020 Scale None Job. No. 200308 Dwg. No. 1020-029-1 Sheet 2 of 4
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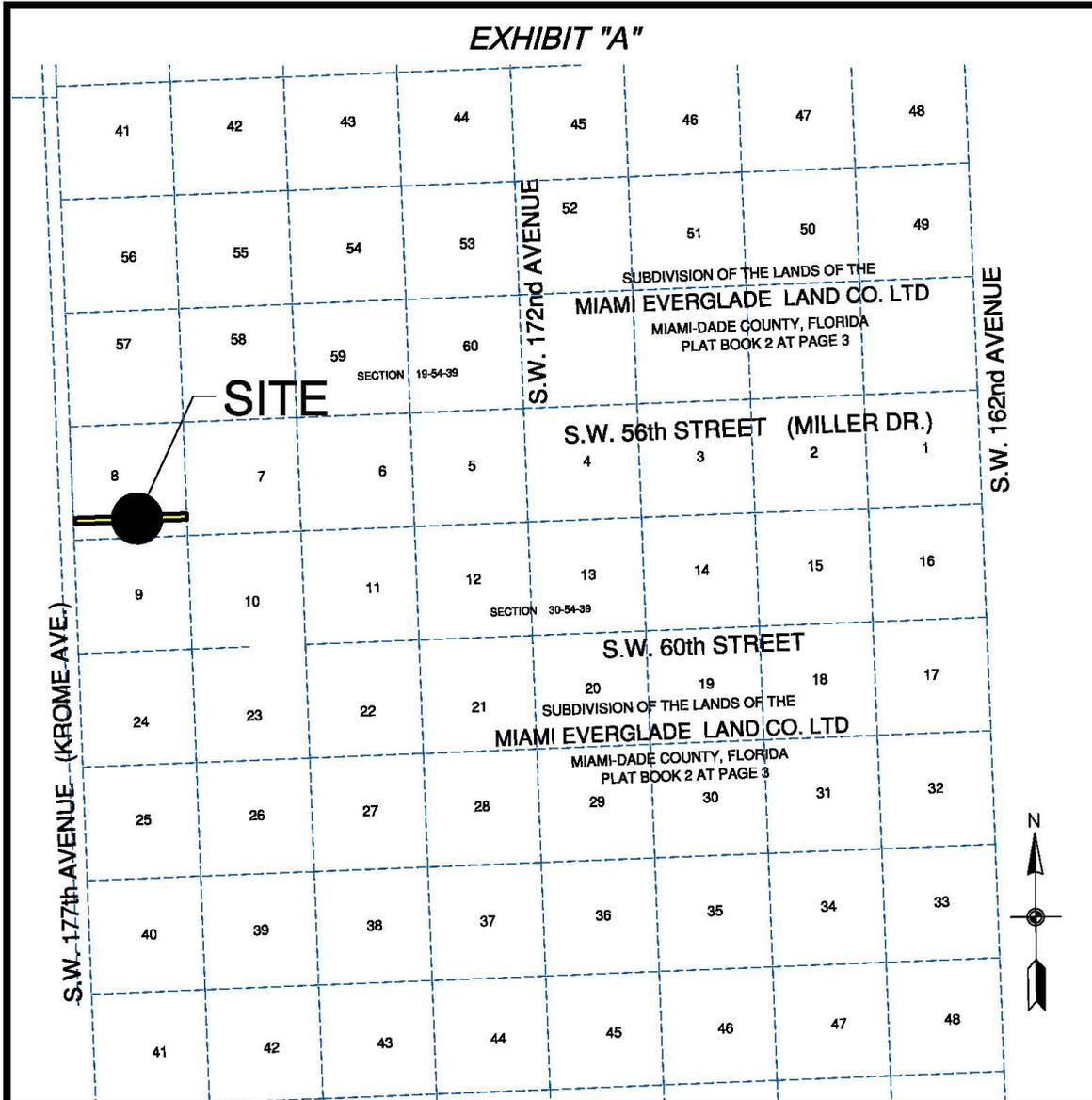


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Sketch of Description

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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Location Sketch

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