

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FORT LAUDERDALE  
AND  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

This Memorandum of Understanding (Agreement) is made effective upon execution by both the City of Fort Lauderdale (CITY), a political subdivision created pursuant to Florida Statutes, located at 101 NE 3rd Avenue, Fort Lauderdale, Florida 33301, and the State of Florida, Department of Management Services (DMS), a state agency, located at 4030 Esplanade Avenue, Tallahassee, Florida 32399-7016. The CITY and DMS shall sometimes hereinafter be referred to in this Agreement individually as a "Party" or collectively as the "Parties." This Agreement between the CITY and DMS is a multiple-phase project: Phase One concerns the Future Tower Site, where DMS will construct and operate a tower, and Phase Two concerns the Current Tower.

**WITNESSETH:**

WHEREAS, the CITY owns real property located at 1300 West Broward Boulevard, Ft. Lauderdale, Broward County, known as the Ft. Lauderdale Police Department; and

WHEREAS, DMS and the CITY entered into an agreement on or about July 31, 1992, to lease property at the Ft. Lauderdale Police Department to DMS (known as and named Fort Lauderdale X213 for DMS purposes) to install a radio communications tower and related facilities, (the "Current Tower") and granting the CITY a license to use certain space on the Current Tower; and

WHEREAS, the CITY is relocating the Ft. Lauderdale Police Department and the Parties will subsequently discontinue use of the Current Tower; and

WHEREAS, the Parties desire to continue their relationship and share space at a new location; and

WHEREAS, the State of Florida owns real property located at NW 222 22<sup>nd</sup> Ave, Fort Lauderdale, Broward County, Florida 33311, known as the Broward Regional Juvenile Center and more particularly described in the legal description attached hereto (see Exhibit A, Legal Description) (hereinafter referred to as the "Future Tower Site"); and

WHEREAS, DMS has been directed by the Florida Legislature to continue the operation of the Statewide Law Enforcement Radio System (SLERS) to serve both law enforcement units of state agencies and local law enforcement agencies through mutual aid channels pursuant to section 282.709, Florida Statutes; and

WHEREAS, the Future Tower Site is geographically located in an area essential to maintaining necessary radio pattern coverage for SLERS; and

WHEREAS, DMS has entered into a lease agreement with the State of Florida for use of the Future Tower Site to build and operate radio facilities including, but not limited to, a new radio tower

and equipment shelter at the Future Tower Site (See Exhibit B, Amendment Number 6 to Lease Number 4307, attached for reference purposes only); and

WHEREAS, the Parties have represented that placement and operation of the individual Party's equipment at the Future Tower Site will not interfere with the other Party's communications equipment or operations, the structural integrity of the tower, or the future communications plans of either Party; and

WHEREAS, DMS may lease space located on the Future Tower Site to interested parties for use as public purpose; and

WHEREAS, utilization of the Future Tower Site by the CITY for law enforcement communications serves a public purpose; and

WHEREAS, the CITY will be granted a license by DMS to use certain space at the Future Tower Site (a more detailed description will be included as an amendment to this Agreement at a future date).

NOW THEREFORE, in consideration of the mutual benefits and the good and valuable consideration acknowledged hereto by the Parties, it is mutually agreed as follows:

#### **I. Phase 1: Future Tower Site**

- 1. DESCRIPTION.** DMS will design, construct, and maintain a self-supporting tower for installation and operation of the radio equipment, antennas, and equipment shelter at the Future Tower Site. DMS hereby provides to the CITY access to and the right to use a portion of the Future Tower Site for the installation and operation of the CITY's equipment, antennas, equipment shelter and generator as described herein. The property description with details regarding City's access to the Future Tower Site will be added to this Agreement by amendment at a future date. DMS has the sole authority to determine the site design provided such site design is compliant with the site requirements set forth in this Agreement. The CITY shall have authority to comment on such design, and the Parties shall mutually agree upon the final site design prior to the start of construction.
- 2. AUTHORIZED USERS.** Both Parties shall be authorized users of the Future Tower Site, so long as such use is consistent with the terms and conditions of this Agreement. A detailed description of the space on the tower on the Future Tower Site for the CITY's use will be included as an amendment to this Agreement at a future date. DMS has the exclusive right to extend the right to use the Tower to other governmental entities or expand its own use of the tower, so long as said use does not interfere with existing DMS's and CITY's communications systems. Approval of such authorized users is solely at the discretion of DMS. DMS will enter into a separate lease agreement with any approved authorized user of the Tower.
- 3. CONSTRUCTION, MAINTENANCE, AND REPAIRS.** DMS will construct, maintain, and perform any necessary repairs to the Future Tower Site, including its equipment shelter and backup generator at its own cost and expense. The CITY agrees to install, maintain, and repair the City's equipment at the Future Tower Site, including but not limited to the CITY's separate equipment shelter and

generator, at its own cost and expense. The CITY shall provide any documentation or information required to obtain DMS approval prior to the CITY installing its equipment on the Future Tower Site. A more detailed description of the CITY's equipment on the tower, including but not limited to an equipment list will be added to this Agreement by amendment at a future date.

4. **MODIFICATIONS.** The CITY shall provide pre-notification and obtain DMS approval prior to performing any equipment replacement and repairs to its equipment on the Future Tower Site or in an equipment shelter. The CITY further agrees to facilitate and pay for, at the CITY's own cost, any required structural, engineering, or other required studies and any remediation work associated with the addition of any DMS-approved equipment at the Future Tower Site.
5. **PERMITS.** It will be the responsibility of the CITY to obtain any permits necessary for DMS's installation and operation of the Future Tower Site to include, but not be limited to, building permits, waiver of zoning requirements, zoning approvals, etc. DMS will obtain all Federal Aviation Administration (FAA) permits necessary for the operation of the Tower. Each Party will be individually responsible for obtaining its own Federal Communications Commission (FCC) frequency licensing as required for its own operations. DMS will provide site plans to assist the CITY in obtaining necessary approval for the erection of the Tower, and the DMS equipment shelter.
6. **EQUIPMENT.** Each Party will be responsible for providing its own radio equipment to be placed on the Future Tower Site including but not limited to, base stations, antennas, and cabling. Additionally, the CITY will provide its own equipment shelter, generator, generator fuel source, and air conditioning equipment. The CITY will also provide an emergency power generator for DMS's exclusive use. The CITY will have space reserved on the Tower and the Site. A detailed description of the CITY's equipment and space reserved on the Future Tower Site for its equipment shelter will be added to this Agreement by amendment at a future date.
7. **INTERFERENCE.** DMS and the CITY shall conduct their communications and on-site operations in such a manner as to create no interference with the other Party's current and future planned operations. In the event one Party's operations cause interference to the other Party's communications, the Party causing the interference shall undertake continuous effort to resolve the interference, within 24 hours of notice from the affected party. DMS shall coordinate the location of communications equipment at the Site and on the Tower amongst the Parties. DMS shall have the final authority and approval as to such arrangements.
8. **ACCESS.** At all times during the terms of this Agreement, the authorized employees and agents of the Parties shall have the right to enter upon the Future Tower Site where any of their equipment is located and enjoy full and complete access to the land on which the equipment is located, provided such access is made in such a manner as to create no interference with the other Party's operations. The DMS Network Operations Center (NOC), run by L3Harris Technologies, Inc., must be notified at (866) 537-7763 prior to any and all entry into the fenced area of the Site not limited to climbing of the tower. Any unauthorized access may result in law enforcement involvement.

CAM #24-0893

Exhibit 1

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9. **UTILITIES.** Each Party shall be responsible for the acquisition of its own utilities at the Future Tower Site and for payment of monthly charges directly to the electrical utility company.
10. **COMPENSATION.** Due to the common interests and collaborative intentions of DMS and the CITY, neither Party shall be entitled to receive monetary compensation from the other under this Agreement.
11. **COOPERATION.** Each Party shall cooperate with the other to utilize the Future Tower Site for the purposes contemplated herein and to minimize interference to equipment and service.

## **II. Phase 2: Current Tower**

12. **RELOCATION FROM AND DECOMMISSION OF CURRENT TOWER.** Once the tower is constructed on the Future Tower Site, the CITY will be responsible for removing its equipment from Current Tower and relocating it on the Future Tower Site. The CITY will also be responsible for coordinating and paying to remove or decommission the Current Tower and ancillary structures or equipment located at 1300 W. Broward Blvd, Fort Lauderdale, FL once the CITY has received notice from DMS that all DMS equipment has been removed from the Current Tower.

## **III. Terms and Conditions Applicable to Phase 1 and Phase 2**

13. **TERM.** The term of this Agreement shall be for a period of twenty (20) years commencing on the date of execution of this Agreement by both Parties.
14. **RENEWAL.** This Agreement will be automatically renewed for two (2) additional ten (10) year periods with the same terms and conditions, unless either Party chooses not to renew, notice of which must be provided in writing sixty (60) days prior to the renewal date. In the event a Party provides such notice, they shall have three hundred and sixty-five (365) days at the expiration of the term for completion of the obligations under Section 18, Removal of Property. The Agreement terms and conditions may be modified if mutually agreed to in writing by the Parties.
15. **POINTS OF CONTACT AND NOTICES.** Primary Points of Contact for the Parties are set forth below. The Parties shall direct all matters, including notices, to the attention of the Points of Contact for attempted resolution or action. With the exception of emergency notices as addressed in section 33, Emergency Notices, all notices to DMS under this Agreement shall be in writing and shall be deemed received if received by email to the address listed below or deemed received on the delivery date when sent by nationally recognized overnight delivery service, receipt requested. The Points of Contact shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

### **If to DMS:**

Sunshine Donaldson, FCCM, Contract and Project Manager  
Division of Telecommunications (DivTel)  
Department of Management Services

five (365) days after receipt of DMS' written request to do so, at its own cost and expense, remove or cause to be removed its equipment and other structures constructed on the Future Tower Site. Upon such removal, the CITY shall restore the premises to the same good order and condition as they were on the date this lease was executed, normal wear and tear excepted. Removal of the CITY's equipment shelter and generator will only be necessary if specifically requested by DMS. In the event the CITY abandons use of the tower for communications purposes for a period of at least one (1) year, DMS may either assume ownership of any and all equipment remaining on the Future Tower Site and/or tower or invoice the CITY for reimbursement of any costs paid by DMS for the removal of the CITY's abandoned equipment .

- 18. TERMINATION.** Both Parties shall have the right to terminate this Agreement for good cause shown upon giving sixty (60) days' advance written notice to the other party by nationally recognized overnight delivery service, receipt requested.
- 19. INDEMNIFICATION.** Each Party to this Agreement will be solely responsible for its own act(s) or omission(s) (or those of its employees, contractors, representatives, and agents) and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect act caused or alleged to have been caused by that Party (or its employees, contractors, representatives, and agents) in the performance or omission of any act or responsibility of that Party under this Agreement. Nothing contained herein shall be construed as a waiver, express or implied, by DMS or the CITY of their sovereign immunity or the provisions of Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Nothing herein shall be construed as consent to be sued by third parties. All damage caused by acts, omissions to act or negligence shall be restored by the Party causing same.
- 20. WAIVER.** A Party's delay in exercising, or failure to exercise, any right, power, or privilege provided for in this Agreement will not be deemed a waiver thereof. In the event of an explicit waiver by either Party of a breach of any provision of this Agreement, such waiver shall not operate or be construed as a waiver of any subsequent breach by that same Party.
- 21. SEVERABILITY.** Any provisions of this Agreement in violation of the laws of the State of Florida shall be ineffective to the extent of such violation without invalidating the remaining provisions of this Agreement.
- 22. MISCELLANEOUS.** Nothing contained herein shall be construed as creating any principal-agent relationship between the Parties. The Parties shall have the right to incorporate into and make a part of this Agreement such conditions, changes, or modifications which are, or may hereafter become necessary to comply with any requirement or decision of the FCC so as not to prejudice or cause the termination of any party's FCC communications authorization.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

Department of Management Services

BY: Denise Adkins

NAME: Denise Adkins

TITLE: Director of Telecommunications

DATE: 11/14/2024

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: Susan Grant

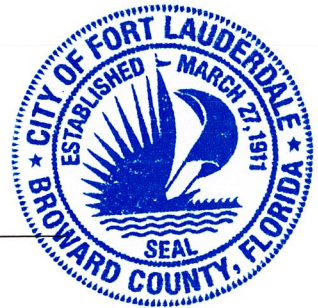
Susan Grant  
Acting City Manager

Dated: 10/24/24

ATTEST:

By: David R. Solomon

for DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
Thomas J. Ansbro, City Attorney

By: Rhonda Montoya Hasan

RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## EXHIBIT "A"



**STONER**  
SURVEYORS • MAPPERS

4341 S.W. 62nd Avenue  
Davie, Florida 33314

Licensed Business No. 6633

TEL (954) 585-0997  
www.stonersurveyors.com

**LEGAL DESCRIPTION OF:  
X213 TOWER PARCEL  
ACCESS/UTILITY EASEMENT  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
SECTION 5, TOWNSHIP 50 S., RANGE 42 E.**

**LEGAL DESCRIPTION: (X213 TOWER PARCEL)**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL "A", BROWARD REGIONAL JUVENILE DETENTION CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE S.89°59'58"E., ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4), A DISTANCE OF 1890.82 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 22 AVENUE;

THENCE N.00°20'32"E., ALONG SAID CENTERLINE A DISTANCE OF 825.00 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A";

THENCE S.89°59'58"E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A", AND THE POINT OF BEGINNING;

THENCE S.89°59'58"E., ALONG THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A", AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 108.30 FEET;

THENCE S.01°16'49"W., A DISTANCE OF 16.49 FEET;

THENCE S.88°24'29"E., A DISTANCE OF 44.50 FEET;

THENCE S.11°10'31"E., A DISTANCE OF 62.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.09°41'06"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°09'14" AND A RADIUS OF 258.16 FEET FOR AN ARC DISTANCE OF 153.89 FEET, TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL "A";

THENCE N.00°20'32"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 103.67 FEET;

THENCE N.89°39'28"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A";

THENCE N.00°20'32"E., ALONG SAID WEST LINE A DISTANCE OF 43.31 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.322 ACRES (14,041 SQUARE FEET), MORE OR LESS.

BSA: *May 2024*

DATE: February 16, 2024

NOTE:  
SEE SHEET 3 OF 3 FOR A GRAPHIC  
DEPICTION OF THE PROPERTY  
DESCRIBED HEREON.

**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY
COMBINE PARCEL & ESMT.	1/10/24	JDS

REV. LEGAL DESC. ADD SEC. 12 2/05/24 JDS  
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.  
COPYRIGHT 2023

DATE OF SIGNATURE: 2.5.2024

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 -- STATE OF FLORIDA

DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK
12/15/23	DRL	JDS	N/A

SHEET 1 OF 3

SEAL

SKETCH NO. 23-0623\_TOW\_PARCEL

Exhibit A  
Page 4 of 6 Pages  
Amendment Six to Lease No. 4307





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**NOTES:**

**X213 TOWER PARCEL  
ACCESS/UTILITY EASEMENT  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
SECTION 5, TOWNSHIP 50 S., RANGE 42 E.**

**LEGAL DESCRIPTION: (ACCESS/UTILITY EASEMENT:**

AN ACCESS AND UTILITY EASEMENT BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL "A", BROWARD REGIONAL JUVENILE DETENTION CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST;  
THENCE S.89°59'58"E., ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4), A DISTANCE OF 1890.82 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 22 AVENUE;

THENCE N.00°20'32"E., ALONG SAID CENTERLINE A DISTANCE OF 825.00 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A";

THENCE S.89°59'58"E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A";

THENCE S.00°20'32"W., ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 43.13 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUE S.00°20'32"W., ALONG SAID WEST LINE A DISTANCE OF 175.73 FEET;

THENCE S.89°39'28"E., A DISTANCE OF 37.53 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.56°23'47"W.;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°33'27" AND A RADIUS OF 206.16 FEET FOR AN ARC DISTANCE OF 45.18 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.43°50'21"W., A DISTANCE OF 52.00 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF PARCEL "A";

THENCE N.00°20'32"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 103.67 FEET;

THENCE N.89°39'28"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.153 ACRES (6,672 SQUARE FEET), MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S.89°59'58"E., ALONG THE SOUTH LINE THE S.E. 1/4 OF SECTION 5, TOWNSHIP 50 S., RANGE 42 E., AS SHOWN ON THE PLAT OF "RIVERBEND CORPORATE PARK", RECORDED IN PLAT BOOK 176, PAGE(S) 95 THRU 97, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER & ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

ASAC: *Anthony Davis*

DATE: February 16, 2024

NOTE:  
SEE SHEET 3 OF 3 FOR A GRAPHIC  
DEPICTION OF THE PROPERTY  
DESCRIBED HEREON.

SHEET 2 OF 3

SKETCH NO.  
23-8623\_TOW\_PARCEL

Exhibit A  
Page 5 of 6 Pages  
Amendment Six to Lease No. 4307



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**SKETCH OF DESCRIPTION  
X213 TOWER PARCEL &  
ACCESS/UTILITY EASEMENT  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
SECTION 5, TOWNSHIP 50 S., RANGE 42 E.**

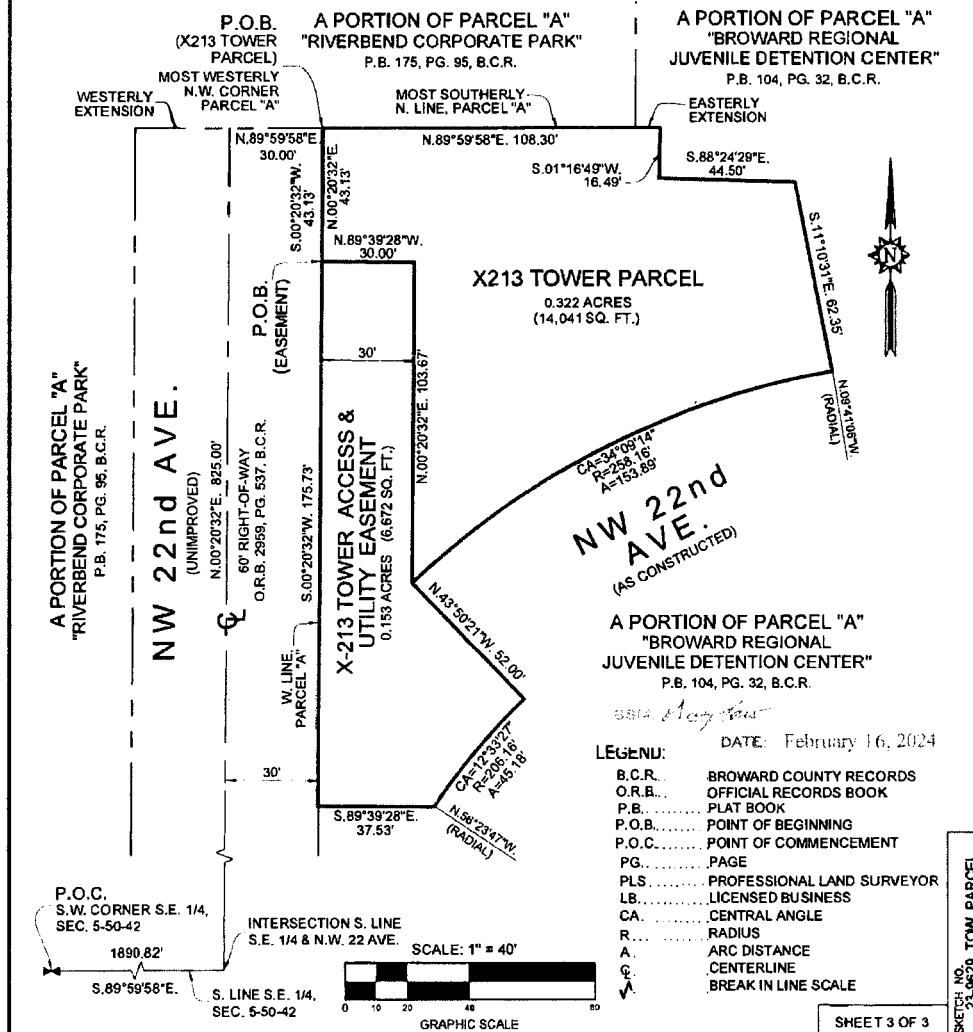
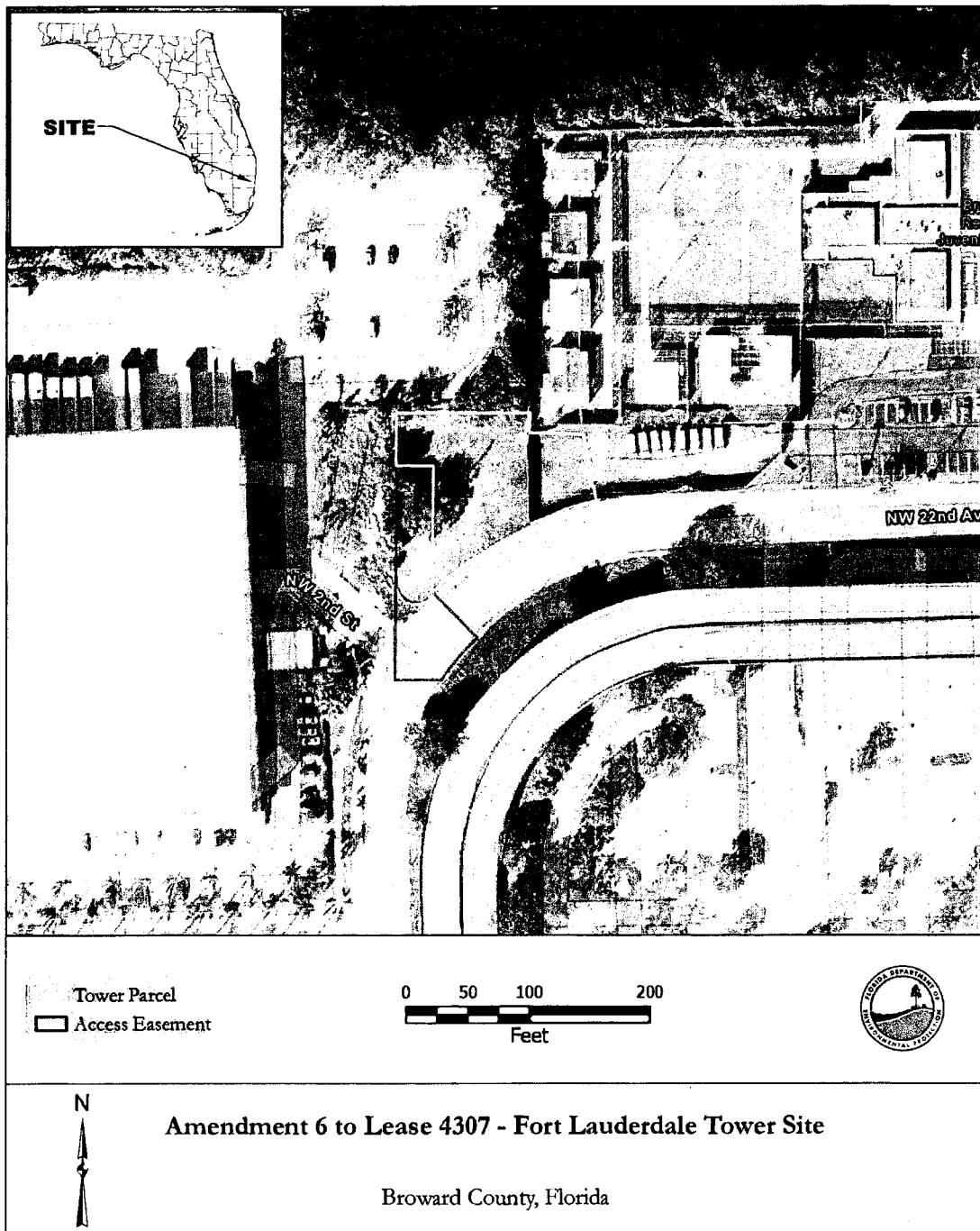


Exhibit A  
Page 6 of 6 Pages  
Amendment Six to Lease No. 4307

ACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES  
AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



**EXHIBIT B**  
**AMENDMENT NUMBER 6 TO LEASE NUMBER 4307**

This instrument prepared by:  
Karen Lee Reecy  
Department of Environmental Protection  
Bureau of Public Land Administration  
Division of State Lands  
3900 Commonwealth Blvd. MS 130  
Tallahassee, Florida 32399-3000  
Action No. 48604

ATL1 (v1.0)  
[ +/- 0.48 acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA**

**AMENDMENT NUMBER SIX TO LEASE NUMBER 4307**

THIS LEASE AMENDMENT is entered into this 15<sup>th</sup> day of March, 2024, by and between the  
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**,  
hereinafter referred to as "LESSOR" and the **STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**,  
hereinafter referred to as "LESSEE";

**WITNESSETH:**

**WHEREAS**, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the  
use and benefit of the State of Florida; and

**WHEREAS**, on August 15, 2001, LESSOR and LESSEE entered into Lease Number 4307 (the "lease"); and

**WHEREAS**, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereto  
agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4307 is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4307, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number Six to Lease Number 4307 is hereby binding upon the parties hereto and their successors and assigns.

4. This lease amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

*[Remainder of page intentionally left blank; Signature page follows]*

## EXHIBIT "A"


 <b>STONER</b> <b>SURVEYORS • MAPPERS</b>																			
4341 S.W. 62nd Avenue Davie, Florida 33314	Licensed Business No. 6633	TEL (954) 585-0997 www.stonersurveyors.com																	
<b>LEGAL DESCRIPTION OF: X213 TOWER PARCEL ACCESS/UTILITY EASEMENT CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA SECTION 5, TOWNSHIP 50 S., RANGE 42 E.</b>																			
<p><b>LEGAL DESCRIPTION: (X213 TOWER PARCEL)</b></p> <p>A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL "A", BROWARD REGIONAL JUVENILE DETENTION CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST;</p> <p>THENCE S.89°59'58"E., ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4), A DISTANCE OF 1890.82 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 22 AVENUE;</p> <p>THENCE N.00°20'32"E., ALONG SAID CENTERLINE A DISTANCE OF 825.00 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A";</p> <p>THENCE S.89°59'58"E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A", AND THE POINT OF BEGINNING;</p> <p>THENCE S.89°59'58"E., ALONG THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A", AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 108.30 FEET;</p> <p>THENCE S.01°16'49"W., A DISTANCE OF 16.49 FEET;</p> <p>THENCE S.88°24'29"E., A DISTANCE OF 44.50 FEET;</p> <p>THENCE S.11°10'31"E., A DISTANCE OF 62.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.09°41'06"W.;</p> <p>THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°09'14" AND A RADIUS OF 258.16 FEET FOR AN ARC DISTANCE OF 153.89 FEET, TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID PARCEL "A";</p> <p>THENCE N.00°20'32"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 103.67 FEET;</p> <p>THENCE N.89°39'28"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A";</p> <p>THENCE N.00°20'32"E., ALONG SAID WEST LINE A DISTANCE OF 43.31 FEET, TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.322 ACRES (14,041 SQUARE FEET), MORE OR LESS.</p> <p style="text-align: right; margin-top: 20px;">NOTE: SEE SHEET 3 OF 3 FOR A GRAPHIC DEPICTION OF THE PROPERTY DESCRIBED HEREON.</p>																			
<p><b>CERTIFICATE:</b></p> <p>THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>		<b>SEAL</b>																	
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>REVISIONS</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td>COMBINE PARCEL &amp; ESM.</td><td>1/02/24</td><td>JDS</td></tr><tr><td>REV. LEGAL DESC. ADD SEC. 1E</td><td>2/05/24</td><td>JDS</td></tr></tbody></table> <p><small>THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER &amp; ASSOCIATES, INC. COPYRIGHT © 2023</small></p>		REVISIONS	DATE	BY	COMBINE PARCEL & ESM.	1/02/24	JDS	REV. LEGAL DESC. ADD SEC. 1E	2/05/24	JDS	<p>DATE OF SIGNATURE: 2.5.2024</p> <p><b>JAMES D. STONER</b></p> <p>PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA</p> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>DATE OF SKETCH:</th><th>DRAWN BY</th><th>CHECKED BY</th><th>FIELD BOOK</th></tr></thead><tbody><tr><td>12/15/23</td><td>DRL</td><td>JDS</td><td>N/A</td></tr></tbody></table> <p style="text-align: center;">SHEET 1 OF 3</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SKETCH NO. 23-0629_TOW_PARCEL</p>	DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK	12/15/23	DRL	JDS	N/A
REVISIONS	DATE	BY																	
COMBINE PARCEL & ESM.	1/02/24	JDS																	
REV. LEGAL DESC. ADD SEC. 1E	2/05/24	JDS																	
DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK																
12/15/23	DRL	JDS	N/A																

Exhibit A  
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Amendment Six to Lease No. 4307


<p>4341 S.W. 62nd Avenue Davie, Florida 33314</p>	 <div style="display: inline-block; text-align: left;"><h2 style="margin: 0;">STONER</h2><p style="margin: 0;"><b>SURVEYORS • MAPPERS</b></p><p style="margin: 0;">Licensed Business No. 6633</p></div>	<p>TEL (954) 585-0997 www.stonersurveyors.com</p>
<p><b>NOTES:</b></p> <p><b>X213 TOWER PARCEL</b></p> <p><b>ACCESS/UTILITY EASEMENT</b></p> <p><b>CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b></p> <p><b>SECTION 5, TOWNSHIP 50 S., RANGE 42 E.</b></p>		
<p><b>LEGAL DESCRIPTION: (ACCESS/UTILITY EASEMENT:</b></p> <p>AN ACCESS AND UTILITY EASEMENT BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL "A", BROWARD REGIONAL JUVENILE DETENTION CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST;</p> <p>THENCE S.89°59'58"E., ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4), A DISTANCE OF 1890.82 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 22 AVENUE;</p> <p>THENCE N.00°20'32"E., ALONG SAID CENTERLINE A DISTANCE OF 825.00 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL "A";</p> <p>THENCE S.89°59'58"E., ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A";</p> <p>THENCE S.00°20'32"W., ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 43.13 FEET, TO THE POINT OF BEGINNING;</p> <p>THENCE CONTINUE S.00°20'32"W., ALONG SAID WEST LINE A DISTANCE OF 175.73 FEET;</p> <p>THENCE S.89°39'28"E., A DISTANCE OF 37.53 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.56°23'47"W.;</p> <p>THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°33'27" AND A RADIUS OF 206.16 FEET FOR AN ARC DISTANCE OF 45.18 FEET TO A POINT ON A NON-TANGENT LINE;</p> <p>THENCE N.43°50'21"W., A DISTANCE OF 52.00 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF PARCEL "A";</p> <p>THENCE N.00°20'32"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 103.67 FEET;</p> <p>THENCE N.89°39'28"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.153 ACRES (6,672 SQUARE FEET), MORE OR LESS.</p>		
<p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.</li><li>2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li><li>3. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S.89°59'58"E., ALONG THE SOUTH LINE THE S.E. 1/4 OF SECTION 5, TOWNSHIP 50 S., RANGE 42 E., AS SHOWN ON THE PLAT OF "RIVERBEND CORPORATE PARK", RECORDED IN PLAT BOOK 175, PAGE(S) 95 THRU 97, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA</li><li>4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).</li><li>5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER &amp; ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.</li><li>6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.</li></ol>		
<p><i>[Signature]</i> February 16, 2024</p>		<p>NOTE: SEE SHEET 3 OF 3 FOR A GRAPHIC DEPICTION OF THE PROPERTY DESCRIBED HEREON.</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;">SHEET 2 OF 3</div>

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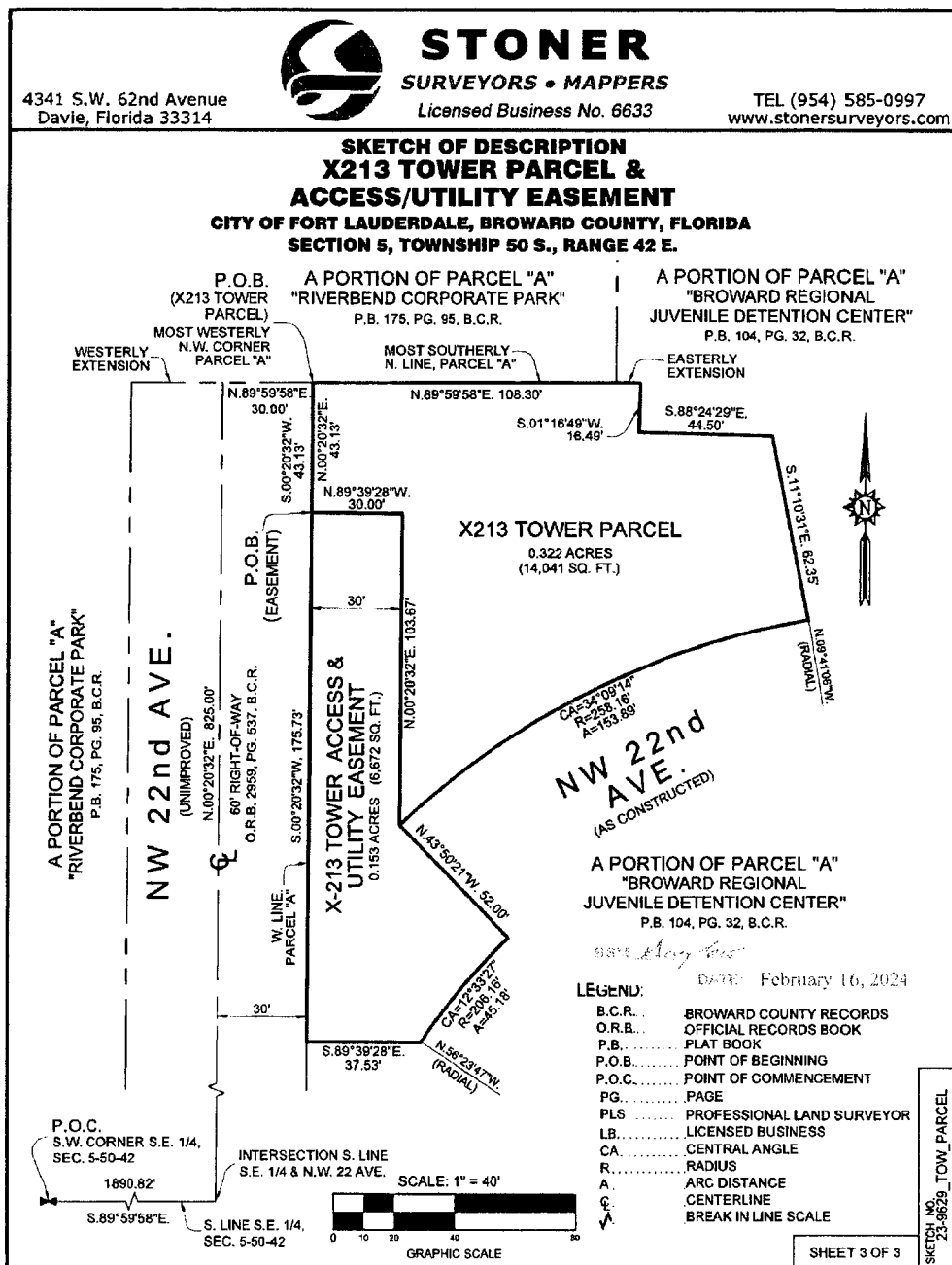
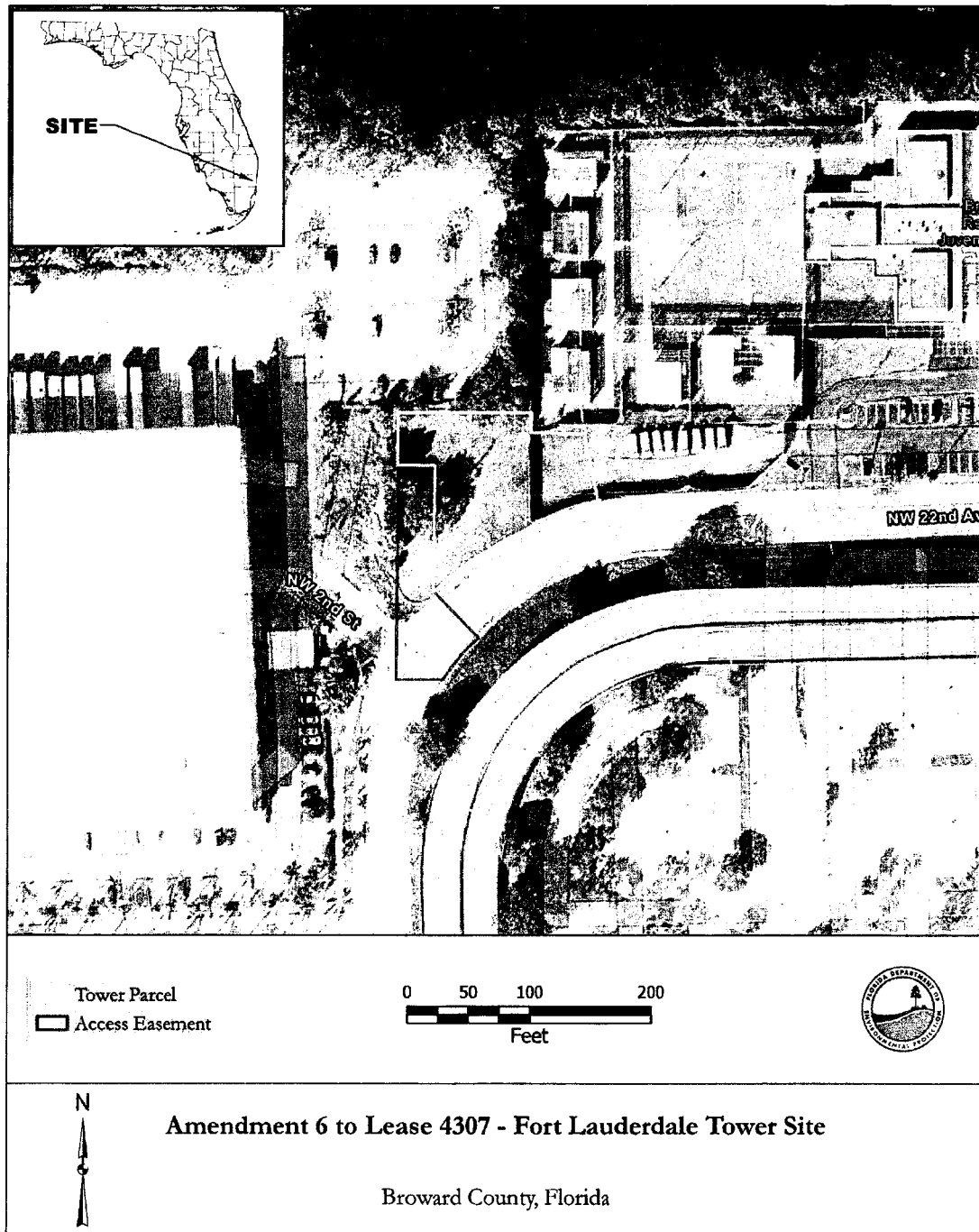


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Amendment Six to Lease No. 4307



File Location: \\PLDEP\VC\Users\Parter\_N\Desktop\Projects\Current Projects\Fort Lauderdale Tower Site\GIS\Fort Lauderdale\_Tower\_Site.aprx  
Date Saved: 2/16/2014 12:03 PM  
Map Created By: N. Parter

**ATTACHMENT C**  
**LEASE NUMBER 4307**

## CUL Cover Sheet

DM ID \_\_\_\_\_

Document Type: Current Uplands Leases

Instrument: ☒ Parent Lease ☐ Amendment to Lease ☐ Assignment of Lease  
☐ Release ☐ Partial Release ☐ Easement ☐ Use Agreement ☐ Sublease  
☐ Amendment to Sublease ☐ Release of Sublease ☐ Other

Lease Number: 004307

Document Date: 08-16-2001

Original County: Franklin, St. Johns, St. Lucie, Madison, Hillsborough, Highlands & Collier

Section: see comments

Township: see comments

Range: see comments

Total Area / Area Unit: \_\_\_\_\_ (A) Acreage (S) Square Feet

County Book / Page / Type: \_\_\_\_\_ / B \_\_\_\_\_ / P \_\_\_\_\_ / \_\_\_\_\_

Instrument Number: \_\_\_\_\_

### Comments:

① Franklin Co.  
Section 28  
Township 08 S  
Range 06 W

⑤ Hillsborough Co.  
Section 16  
Township 28 S  
Range 19 E

② St. Johns Co.  
Section 11  
Township 07 S  
Range 29 E

⑥ Collier Co.  
Section 1 & 2  
Township 50 S  
Range 26 E

Section 35 & 36  
Township 49 S  
Range 26 E

③ St. Lucie Co.  
Section 29  
Township - 34 S  
Range - 40 E

⑦ Highlands Co.  
Section 25  
Township 36 S  
Range 29 E

④ Madison Co.  
Section 17  
Township 01 N  
Range 09 E

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

(17) 4307

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4307

This lease is made and entered into this 15th day of August, 2001, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the DEPARTMENT OF MANAGEMENT SERVICES, STATE TECHNOLOGY OFFICE, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes; and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the people of the State of Florida.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises."
3. TERM: The term of this sublease shall be for a period of fifty (50) years commencing on August 15, 2001, and

ending on August 14, 2051, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises pursuant to the terms and conditions of the Service and Access Agreement ("Agreement") entered into on the 28<sup>th</sup> day of September 2000, by and between the State of Florida, acting through the LESSEE, and Com-Net Ericsson Critical Radio Systems, Inc., which is incorporated herein by reference. LESSEE shall also be authorized to use the leased premises for other related uses which are necessary for the accomplishment of the purposes set forth in the Agreement.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.

8. LIABILITY: Each party is responsible for all personal and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or

the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

10. EASEMENTS: All easements other than those which are in place as of the date of this lease including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR which approval shall not be unreasonably withheld. Any easements not approved in writing by LESSOR shall be void and without legal effect.

11. SUBLEASES: This lease is for the purposes specified herein and subleases of the real property are prohibited, without the prior written approval of LESSOR. Any sublease of the real property not approved in writing by LESSOR shall be void and without legal effect. Provided, however, LESSEE may enter into third party agreements pursuant to the terms and conditions of the Agreement. LESSOR also acknowledges that LESSEE will be subleasing its interest in this lease to Com-Net Ericsson Critical Radio Systems, Inc., and LESSOR hereby consents to this sublease.

13. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

14. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall surrender the leased premises, to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, the LESSEE may (i) negotiate a new lease with the LESSOR or (ii) promptly remove any or all improvements and physical structures. To the extent LESSEE does not negotiate a new lease or remove all improvements, including both physical structures and modifications to the leased premises, they shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements not removed by LESSEE upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings which LESSEE does not intend to remove on the leased premises shall be turned over to the Division. If the leased premises do not meet all conditions as set forth in paragraphs 18 and 21 herein, LESSEE shall, at its expense, pay all cost necessary to meet the prescribed conditions.



15. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

16. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

17. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

18. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal

effect. Provided, however, LESSOR acknowledges that LESSEE will be subleasing its interest in this lease to Com-Net Ericsson Critical Radio Systems, Inc., and Com-Net Ericsson Critical Radio Systems, Inc., will be assigning its sublease interest to SBA Towers, Inc., and LESSOR hereby consents to this assignment.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers. Removable equipment and removable improvements placed on the leased premises by LESSEE and which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition working order and repair in accordance with the Agreement including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated, keeping the leased premises free of trash or litter and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

22. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties as to the lease and shall only be amended with the prior written approval of LESSOR.

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to

remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR. However, if default is of such a nature that it could not reasonably be performed within 60 days, such 60-day period shall be extended so long as LESSEE takes corrective action within the 60 days and thereafter diligently and continuously works to cure the default.

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in, Chapters 376 and 403, Florida Statutes; and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable

federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

29. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with

this lease, pursuant to Chapter 119, Florida Statutes, during the term of this lease and for three years after the expiration or termination of this lease.

30. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

31. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

32. TIME: Time is expressly declared to be of the essence of this lease.

33. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

34. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

35. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. Communications equipment on any tower located on the leased premises at the time of commencement of this lease shall remain in place unless removal is authorized in writing by the current user.

B. The activities authorized by the lease shall be administered in accordance with the covenants, terms and conditions of the Agreement. Failure to comply with the



DEPARTMENT OF MANAGEMENT SERVICES,  
STATE TECHNOLOGY OFFICE

Linda Sapp  
Witness  
Linda Sapp  
Print/Type Witness Name

R. W. Raulo  
Witness  
R. W. Raulo  
Print/Type Witness Name

BY: Kimberly Bahami (SEAL)  
Kimberly Bahami  
Print/Type Name

Title: Acting State CIO  
"LESSEE"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
14<sup>th</sup> day of August, 2001, by Kim Bahami,  
as Acting State CIO, State Technology Office,  
Department of Management Services. She/he is personally known to  
me or produced \_\_\_\_\_ as identification.

(SEAL)

[Signature]  
Notary Public, State of

Print/Type Notary Name

Commission Number:

Commission Expires:



Marc Slager  
MY COMMISSION # CC048934 EXPIRES  
June 23, 2003  
BONDED THRU TROYANN INSURANCE, INC.



EXHIBIT "A"

EASTPOINT F.H.P.

Sec - 28  
Twp - 75  
Rge - 16 W

1,894± SQUARE FEET LEASE AREA

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

more particularly described as follows:

Begin at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Beginning is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Beginning.
2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Beginning.
3. A 1" iron pipe located at the monumented Northwesterly corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Beginning.

Thence, leaving said Point of Beginning, run N 23°42'33" W, 26.23 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 7.00 feet to a 1/2" iron rod (#4596); Thence run N 23°42'33" W, 18.77 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 38.00 feet to a 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to a 1/2" iron rod (#4596); Thence run S 66°17'27" W, 45.00 feet to the Point of Beginning. Containing 1,894 square feet or 0.04 acre more or less.

EASTPOINT F.H.P. (SHEET 1 OF 6)

EASTPOINT F.H.P.

**20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Commencement.
3. A 1" iron pipe located at the monumented Northwestern corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run N 23°42'33" W, 26.23 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 7.00 feet to a 1/2" iron rod (#4596); Thence run N 23°42'33" W, 18.77 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 38.00 feet to a 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to a 1/2" iron rod (#4596); Thence run S 66°17'27" W, 21.81 feet to the Point of Beginning; Thence run S 23°42'33" E, 128.46 feet; Thence run S 34°22'56" E, 121.19 feet to the Northerly boundary of U.S. #319 and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and said Northerly boundary line.

**EASTPOINT F.H.P. (SHEET 2 OF 6)**

Exhibit A  
Page 2 of 26  
Lease No. 4307

EASTPOINT F.H.P.

**20.00 FEET WIDE GUY EASEMENT "A"**

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Commencement.
3. A 1" iron pipe located at the monumented Northwesterly corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run N 23°42'33" W, 10.33 feet to the Point of Beginning; Thence run S 21°52'06" W, 206.28 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

**EASTPOINT F.H.P. (SHEET 3 OF 6)**

Exhibit A  
Page 3 of 26  
Lease No. 4307

EASTPOINT F.H.P.

**20.00 FEET WIDE GUY EASEMENT "B"**

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Commencement.

2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Commencement.

3. A 1" iron pipe located at the monumented Northwesterly corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run N 23°42'33" W, 26.23 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 1.41 feet to the Point of Beginning; Thence run N 38°19'29" W, 177.29 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

**EASTPOINT F.H.P. (SHEET 4 OF 6)**

Exhibit A  
Page 4 of 26  
Lease No. 4307

EASTPOINT F.H.P.

**20.00 FEET WIDE GUY EASEMENT "C"**

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Commencement.
3. A 1" iron pipe located at the monumented Northwesterly corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run N 23°42'33" W, 26.23 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 7.00 feet to a 1/2" iron rod (#4596); Thence run N 23°42'33" W, 18.77 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 27.99 feet to the Point of Beginning; Thence run N 21°30'38" E, 150.72 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

**EASTPOINT F.H.P. (SHEET 5 OF 6)**

Exhibit A  
Page 5 of 26  
Lease No. 4307

EASTPOINT F.H.P.

**20.00 FEET WIDE GUY EASEMENT "D"**

lying within the following described parent tract:

Begin at a point 189.5 feet South (true meridian) and 208.7 feet East of the N.W. corner (con.mon.) of the SW 1/4 of Fractional Section 28, Township 8 South, Range 6 West, Franklin County; run thence North 346.5 feet; thence East 205 feet; thence South 254 feet; thence South 24° 25' East, 200 feet to the Northerly boundary of the 100 foot highway (U.S. 319), then on to St. George Sound from the Southerly boundary of said highway; thence Southwesterly along said Sound to a point South 24° 25' East of the Place of Beginning; thence North 24° 25' West to the Southerly boundary of said highway, then on from the Northerly boundary of same (con. mon.) 200 feet to the Point of Beginning (con.mon.).

lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod (#4596) lying 247.92 feet, measured at right angles, Northerly of the Northerly boundary line of U.S. #319, and 121.07 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod located at the monumented intersection of the Westerly line of said parent tract, and said Northerly boundary line of U.S. #319 lies S 07°41'42" W, 291.99 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented Point of Beginning of said parent tract lies S 48°26'26" W, 161.79 feet from said Point of Commencement.
3. A 1" iron pipe located at the monumented Northwesterly corner of said parent tract lies N 26°47'55" W, 268.56 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run N 23°42'33" W, 26.23 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 7.00 feet to a 1/2" iron rod (#4596); Thence run N 23°42'33" W, 18.77 feet to a 1/2" iron rod (#4596); Thence run N 66°17'27" E, 38.00 feet to a 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to a 1/2" iron rod (#4596); Thence run S 66°17'27" W, 36.50 feet to the Point of Beginning; Thence run S 39°13'55" E, 177.15 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

**EASTPOINT F.H.P. (SHEET 6 OF 6)**

Exhibit A  
Page 6 of 26  
Lease No. 4307

FHP ST. AUGUSTINE

**62.00 FEET x 62.00 FEET LEASE AREA**

*Sec. 11  
Twp-7S  
Rg-29E*

lying within the following described parent tract:

A parcel of land in Government Lot 4, Section 11, Township 7 South, Range 29 East, St. Johns County, Florida; said parcel of land being more fully described as follows:

Commencing at the Northwest corner of said Section 11 on the center line of existing two lane State Road No. 16; thence North 89 degrees 41 minutes 40 seconds East, on said center line of existing two lane State Road No. 16, a distance of 54.57 feet; thence South 00 degrees 18 minutes 20 seconds East, perpendicular to said center line, 183 feet to the South right of line for four lane State Road No. 16 as now under construction, at the East line of a county road; thence North 89 degrees 41 minutes 40 seconds East, parallel with said center line and on said South right of way line, 100 feet to the point of beginning; thence continuing on said right of way line North 89 degrees 41 minutes 40 seconds East 300 feet; thence South 00 degrees 15 minutes 40 seconds West 300 feet; thence South 89 degrees 41 minutes 40 seconds West 300 feet; thence North 00 degrees 15 minutes 40 seconds East 300 feet to the point of beginning; and containing 2.06 acres more or less.

more particularly described as follows:

Begin at a 1/2" iron rod (#4596), located at the Northwest corner of a 62.00 feet x 62.00 feet area, said Point of Beginning also lies 136.02 feet, measured at right angles, Southerly of the Northerly line of said parent tract, and 144.37 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Beginning is further referenced as follows:

1. A 4"x4" concrete monument, located at the monumented Northwest corner of said parent tract lies, N 46°44'36" W, 197.38 feet from said Point of Beginning.
2. A 4"x4" concrete monument, located at the monumented Southwest corner of said parent tract lies, S 41°22'37" W, 219.54 feet from said Point of Beginning.
3. A 4"x4" concrete monument, located at the monumented Southeast corner of said parent tract lies S 43°30'43" E, 224.95 feet from said Point of Beginning.

Thence, leaving said Northwest corner and said Point of Beginning, run N 88°09'10" E, 62.00 feet to a 1/2" iron rod (#4596); Thence run S 01°50'50" E, 62.00 feet to a 1/2" iron rod (#4596); Thence run S 88°09'10" W, 62.00 feet to a 1/2" iron rod (#4596); Thence run N 01°50'50" W, 62.00 feet to the Point of Beginning. Containing 3,844 square feet or 0.09 acre more or less.

FHP ST. AUGUSTINE (SHEET 1 OF 2)

**20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

A parcel of land in Government Lot 4, Section 11, Township 7 South, Range 29 East, St. Johns County, Florida; said parcel of land being more fully described as follows:

Commencing at the Northwest corner of said Section 11 on the center line of existing two lane State Road No. 16; thence North 89 degrees 41 minutes 40 seconds East, on said center line of existing two lane State Road No. 16, a distance of 54.57 feet; thence South 00 degrees 18 minutes 20 seconds East, perpendicular to said center line, 183 feet to the South right of line for four lane State Road No. 16 as now under construction, at the East line of a county road; thence North 89 degrees 41 minutes 40 seconds East, parallel with said center line and on said South right of way line, 100 feet to the point of beginning; thence continuing on said right of way line North 89 degrees 41 minutes 40 seconds East 300 feet; thence South 00 degrees 15 minutes 40 seconds West 300 feet; thence South 89 degrees 41 minutes 40 seconds West 300 feet; thence North 00 degrees 15 minutes 40 seconds East 300 feet to the point of beginning; and containing 2.06 acres more or less.

lying 10.00 feet on both sides of the following described centerline:

Commence at a 1/2" iron rod (#4596), located at the Northwest corner of a 62.00 feet x 62.00 feet area, said Point of Commencement also lies 136.02 feet, measured at right angles, Southerly of the Northerly line of said parent tract, and 144.37 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 4"x4" concrete monument, located at the monumented Northwest corner of said parent tract lies, N 46°44'36" W, 197.38 feet from said Point of Commencement.
2. A 4"x4" concrete monument, located at the monumented Southwest corner of said parent tract lies, S 41°22'37" W, 219.54 feet from said Point of Commencement.
3. A 4"x4" concrete monument, located at the monumented Southeast corner of said parent tract lies S 43°30'43" E, 224.95 feet from said Point of Commencement.

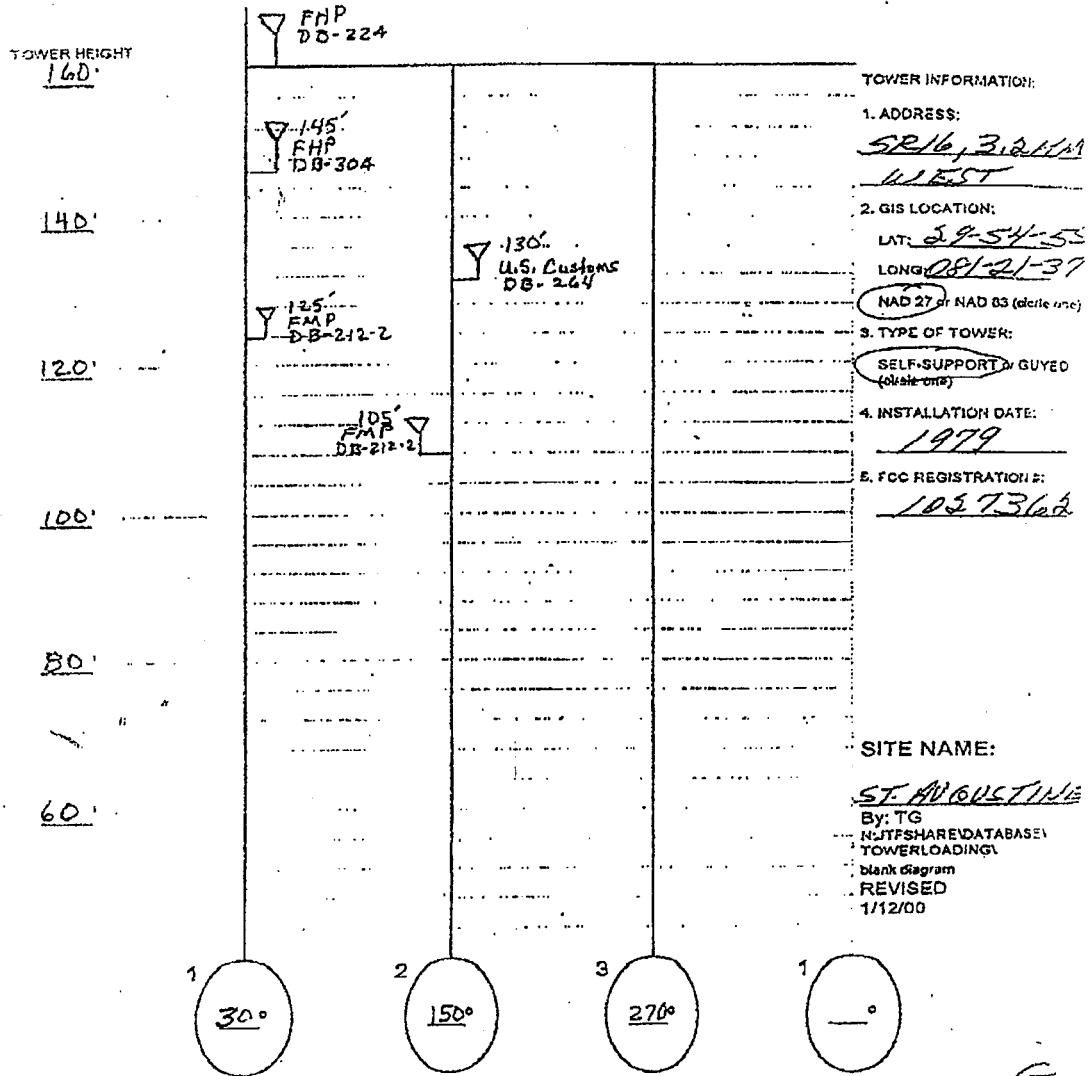
Thence, leaving said Northwest corner and said Point of Commencement, run S 01°50'50" E, 10.00 feet to the Point of Beginning; Thence run N 90°00'00" W, 64.28 feet; Thence run N 00°41'50" W, 122.80 feet; Thence run N 11°48'50" W, 23.35 feet to the South right of way line of State Road No. 16 and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at project boundary lines, said 62.00 feet x 62.00 feet area and said South right of way line.

**FHP ST. AUGUSTINE (SHEET 2 OF 2)**

Exhibit A  
Page 9 of 26  
Lease No. 4307



# TOWER LOADING DIAGRAM



FORT PIERCE F.H.P.

2,811± SQUARE FEET LEASE AREA

Sec. 29  
Twp 34S  
R<sub>2</sub> 40E

lying within the following described parent tract:

The easterly 63.38 feet of Lot 8 and all of Lots 6 and 7, less and except the right of way for North 25th Street as described in O. R. Book 241, at Page 73, all in Block 2 of Airport Industrial Park, Unit One, as recorded in Plat Book 12 at Page 40 of the Public Records of St. Lucie County, Florida.

more particularly described as follows:

Begin at a 1/2" iron rod (#4596) located 27.92 feet, measured at right angles, Southerly of the Northerly line of said parent tract, and 230.14 feet, measured radially from the East line of said parent tract; Thence, leaving said Point of Beginning, run S 00°00'11" E, 33.36 feet to a 1/2" iron rod (#4596) located 1.00 feet, measured at right angles, North of the North wall of an existing concrete building (address #2929); Thence run S 89°14'17" W, parallel to said North wall and the Westerly extension thereof, 17.88 feet to a 1/2" iron rod (#4596) lying 1.00 feet, measured at right angles, West of the Northerly extension of the West wall of said concrete block building; Thence run S 00°47'21" E, parallel to said West wall and Northerly extension thereof, 17.42 feet to a 1/2" iron rod (#4596); Thence run S 89°00'03" W, 43.72 feet to a 1/2" iron rod (#4596); Thence run N 00°49'31" W, 50.40 feet to a 1/2" iron rod (#4596); Thence run N 88°43'34" E, 62.09 feet to the Point of Beginning. Containing 2,811 square feet or 0.06 acres more or less.

**20.00 FEET WIDE INGRESS/EGRESS & UTILITY EASEMENT**

lying within the following described parent tract:

The easterly 63.38 feet of Lot 8 and all of Lots 6 and 7, less and except the right of way for North 25th Street as described in O. R. Book 241 at Page 73, all in Block 2 of Airport Industrial Park, Unit One, as recorded in Plat Book 12 at Page 40 of the Public Records of St. Lucie County, Florida.

lying 10.00 feet on both sides of the following described centerline:

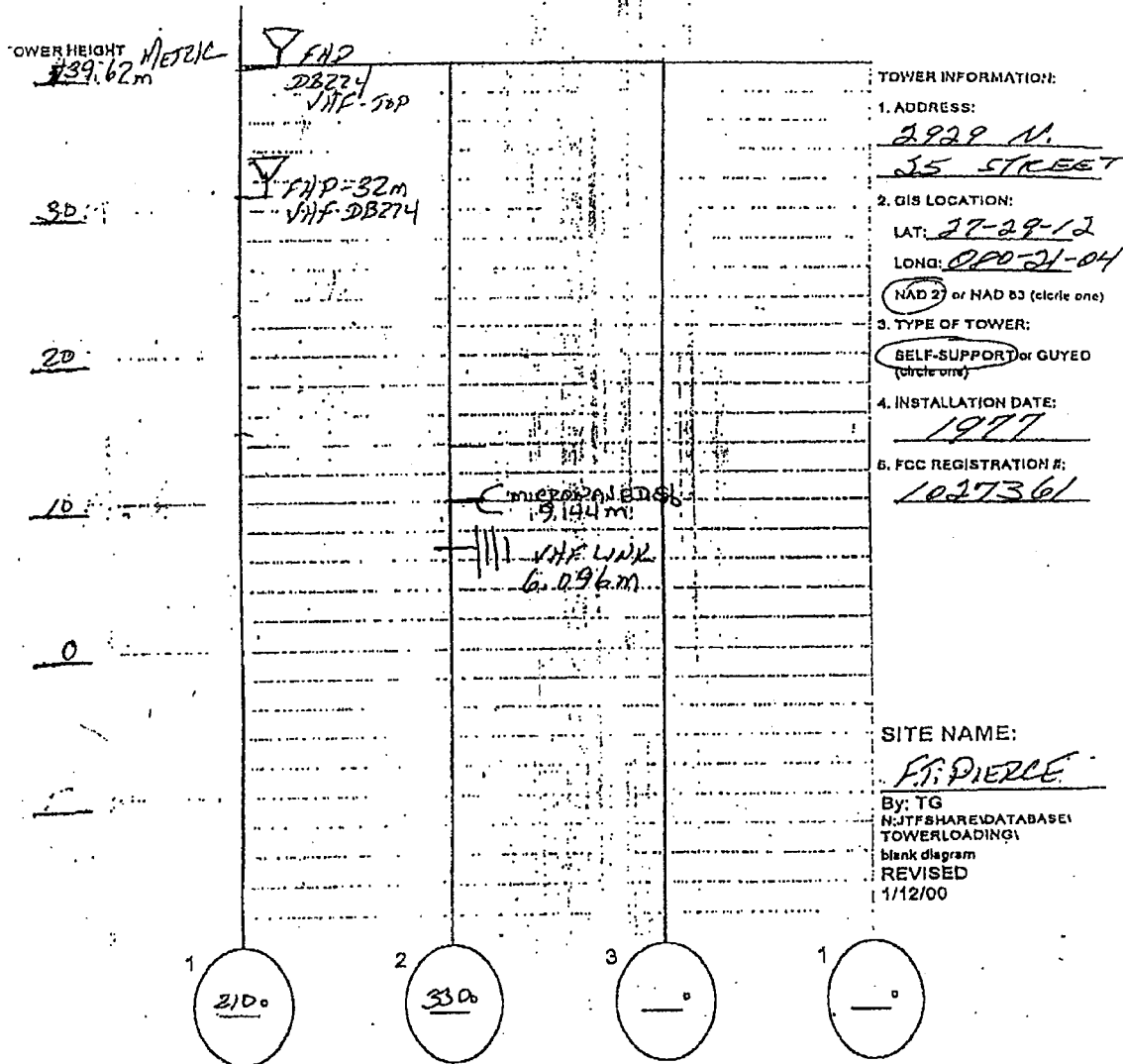
Commence at a 1/2" iron rod (#4596) located 27.92 feet, measured at right angles, Southerly of the Northerly line of said parent tract, and 230.14 feet, measured radially from the East line of said parent tract; Thence, leaving said Point of Commencement, run S 00°00'11" E, 11.68 feet to the Point of Beginning; Thence run N 89°59'49" E, 231.64 feet to the East line of said parent tract and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at said East line of said parent tract.

**FORT PIERCE F.H.P. (SHEET 1 OF 1)**

Exhibit A  
Page 11 of 26  
Lease No. 4307

F.H.P. FORT PIERCE

TOWER LOADING DIAGRAM



MADISON FHP

924± SQUARE FEET LEASE AREA

Sec. 17  
Twp-1N  
R9-9E

lying within the following described parent tract:

The following described land lying and being in Madison County, Florida:

Begin at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East, and run South 970 feet to the Northerly edge of the right of way of State Road No. 10; thence run North 52 degrees 10 minutes 29 seconds West 390 feet for Point of Beginning; thence run North 52 degrees 10 minutes 29 seconds West along said Northerly edge of the right of way of said State Road No. 10, 300 feet; thence run North 37 degrees 49 minutes 31 seconds East 300 feet; thence run South 52 degrees 10 minutes 29 seconds East 300 feet; thence run South 37 degrees 49 minutes 31 seconds West 300 feet to Point of Beginning, and being a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East.

more particularly described as follows:

Begin at a 1/2" iron rod (#4596) located 105.36 feet, measured at right angles, Southwesterly of the monumented Northeasterly line of said parent tract, and 70.25 feet, measured at right angles, Northwesterly of the monumented Southeasterly line of said parent tract, said Point of Beginning is further referenced as follows:

1. A 5/8" iron rod (D.O.T.) Located at the monumented most Southerly corner of said parent tract lies S 17°54'56" W, 206.68 feet from said Point of Beginning.

2. A 4"x4" concrete monument located at the monumented most Westerly corner of said parent tract lies S 87°35'00" W, 300.81 feet from said Point of Beginning.

3. A 4"x4" concrete monument located at the monumented most Northerly corner of said parent tract lies N 27°28'19" W, 252.75 feet from said Point of Beginning.

Thence, leaving said Point of Beginning, run S 36°17'37" W, 22.54 feet to a 1/2" iron rod (#4596); Thence run N 53°40'15" W, 40.00 feet to a 1/2" iron rod (#4596); Thence run N 36°17'37" E, 23.65 feet to a 1/2" iron rod (#4596); Thence run S 52°04'33" E, 40.02 feet to the Point of Beginning. Containing 924 square feet or 0.02 acre more or less.

MADISON FHP (SHEET 1 OF 5)

MADISON FHP

**20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

The following described land lying and being in Madison County, Florida:

Begin at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East, and run South 970 feet to the Northerly edge of the right of way of State Road No. 10; thence run North 52 degrees 10 minutes 29 seconds West 390 feet for Point of Beginning; thence run North 52 degrees 10 minutes 29 seconds West along said Northerly edge of the right of way of said State Road No. 10, 300 feet; thence run North 37 degrees 49 minutes 31 seconds East 300 feet; thence run South 52 degrees 10 minutes 29 seconds East 300 feet; thence run South 37 degrees 49 minutes 31 seconds West 300 feet to Point of Beginning, and being a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East.

more particularly described as follows:

Commence at a 1/2" iron rod (#4596) located 105.36 feet, measured at right angles, Southwesterly of the monumented Northeasterly line of said parent tract, and 70.25 feet, measured at right angles, Northwesterly of the monumented Southeasterly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod (D.O.T.) Located at the monumented most Southerly corner of said parent tract lies S 17°54'56" W, 206.68 feet from said Point of Commencement.

2. A 4"x4" concrete monument located at the monumented most Westerly corner of said parent tract lies S 87°35'00" W, 300.81 feet from said Point of Commencement.

3. A 4"x4" concrete monument located at the monumented most Northerly corner of said parent tract lies N 27°28'19" W, 252.75 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run S 36°17'37" W, 22.54 feet to a 1/2" iron rod (#4596); Thence run N 53°40'15" W, 30.00 feet to the Point of Beginning; Thence run S 36°19'45" W, 37.23 feet; Thence run S 53°40'15" E, 50.22 feet; Thence run S 37°49'31" W, 135.11 feet to the Northerly right of way line of U.S. Highway No. 90 and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points.

MADISON FHP (SHEET 2 OF 5)

Exhibit A  
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Lease No. 4307

MADISON FHP

**20.00 FEET WIDE GUY EASEMENT "A"**

lying within the following described parent tract:

The following described land lying and being in Madison County, Florida:

Begin at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East, and run South 970 feet to the Northerly edge of the right of way of State Road No. 10; thence run North 52 degrees 10 minutes 29 seconds West 390 feet for Point of Beginning; thence run North 52 degrees 10 minutes 29 seconds West along said Northerly edge of the right of way of said State Road No. 10, 300 feet; thence run North 37 degrees 49 minutes 31 seconds East 300 feet; thence run South 52 degrees 10 minutes 29 seconds East 300 feet; thence run South 37 degrees 49 minutes 31 seconds West 300 feet to Point of Beginning, and being a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East.

more particularly described as follows:

Commence at a 1/2" iron rod (#4596) located 105.36 feet, measured at right angles, Southwesterly of the monumented Northeasterly line of said parent tract, and 70.25 feet, measured at right angles, Northwesterly of the monumented Southeasterly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod (D.O.T.) Located at the monumented most Southerly corner of said parent tract lies S 17°54'56" W, 206.68 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented most Westerly corner of said parent tract lies S 87°35'00" W, 300.81 feet from said Point of Commencement.
3. A 4"x4" concrete monument located at the monumented most Northerly corner of said parent tract lies N 27°28'19" W, 252.75 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run S 36°17'37" W, 22.54 feet to a 1/2" iron rod (#4596); Thence run N 53°40'15" W, 9.91 feet to the Point of Beginning; Thence run S 13°39'28" W, 188.02 feet to the Northerly right of way line of U.S. Highway No. 90 and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

MADISON FHP (SHEET 3 OF 5)

Exhibit A  
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MADISON FHP

**20.00 FEET WIDE GUY EASEMENT "B"**

lying within the following described parent tract:

The following described land lying and being in Madison County, Florida:

Begin at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East, and run South 970 feet to the Northerly edge of the right of way of State Road No. 10; thence run North 52 degrees 10 minutes 29 seconds West 390 feet for Point of Beginning; thence run North 52 degrees 10 minutes 29 seconds West along said Northerly edge of the right of way of said State Road No. 10, 300 feet; thence run North 37 degrees 49 minutes 31 seconds East 300 feet; thence run South 52 degrees 10 minutes 29 seconds East 300 feet; thence run South 37 degrees 49 minutes 31 seconds West 300 feet to Point of Beginning, and being a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East.

more particularly described as follows:

Commence at a 1/2" iron rod (#4596) located 105.36 feet, measured at right angles, Southwesterly of the monumented Northeasterly line of said parent tract, and 70.25 feet, measured at right angles, Northwesterly of the monumented Southeasterly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod (D.O.T.) Located at the monumented most Southerly corner of said parent tract lies S 17°54'56" W, 206.68 feet from said Point of Commencement.

2. A 4"x4" concrete monument located at the monumented most Westerly corner of said parent tract lies S 87°35'00" W, 300.81 feet from said Point of Commencement.

3. A 4"x4" concrete monument located at the monumented most Northerly corner of said parent tract lies N 27°28'19" W, 252.75 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run S 36°17'37" W, 22.54 feet to a 1/2" iron rod (#4596); Thence run N 53°40'15" W, 40.00 feet to a 1/2" iron rod (#4596); Thence run N 36°17'37" E, 17.83 feet to the Point of Beginning; Thence run N 46°22'21" W, 190.73 feet to the Northwesterly line of said parent tract and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

**MADISON FHP (SHEET 4 OF 5)**

Exhibit A  
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MADISON FHP

**20.00 FEET WIDE GUY EASEMENT "C"**

lying within and adjacent to the following described parent tract:

The following described land lying and being in Madison County, Florida:

Begin at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East, and run South 970 feet to the Northerly edge of the right of way of State Road No. 10; thence run North 52 degrees 10 minutes 29 seconds West 390 feet for Point of Beginning; thence run North 52 degrees 10 minutes 29 seconds West along said Northerly edge of the right of way of said State Road No. 10, 300 feet; thence run North 37 degrees 49 minutes 31 seconds East 300 feet; thence run South 52 degrees 10 minutes 29 seconds East 300 feet; thence run South 37 degrees 49 minutes 31 seconds West 300 feet to Point of Beginning, and being a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 17, Township 1 North, Range 9 East.

more particularly described as follows:

Commence at a 1/2" iron rod (#4596) located 105.36 feet, measured at right angles, Southwesterly of the monumented Northeasterly line of said parent tract, and 70.25 feet, measured at right angles, Northwesterly of the monumented Southeasterly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 5/8" iron rod (D.O.T.) Located at the monumented most Southerly corner of said parent tract lies S 17°54'56" W, 206.68 feet from said Point of Commencement.
2. A 4"x4" concrete monument located at the monumented most Westerly corner of said parent tract lies S 87°35'00" W, 300.81 feet from said Point of Commencement.
3. A 4"x4" concrete monument located at the monumented most Northerly corner of said parent tract lies N 27°28'19" W, 252.75 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run S 36°17'37" W, 22.54 feet to a 1/2" iron rod (#4596); Thence run N 53°40'15" W, 40.00 feet to a 1/2" iron rod (#4596); Thence run N 36°17'37" E, 23.65 feet to a 1/2" iron rod (#4596); Thence run S 52°04'33" E, 30.11 feet to the Point of Beginning; Thence run N 73°43'38" E, 206.81 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundaries.

MADISON FHP (SHEET 5 OF 5)

Exhibit A  
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Lease No. 4307



MADISON FHP

## TOWER LOADING DIAGRAM

TOWER HEIGHT

<p>SEE ATTACHED</p>				TOWER INFORMATION:	
				1. ADDRESS:	
				<u>US 90 WEST</u>	
				2. GIS LOCATION:	
				LAT: <u>30-28-55</u>	
				LONG: <u>083-26-57</u>	
				NAD 27 or NAD 83 (circle one)	
				3. TYPE OF TOWER:	
				SELF-SUPPORT or <u>GUYED</u>	
				(circle one)	
				4. INSTALLATION DATE:	
				<u>1978</u>	
				5. FCC REGISTRATION #:	
				<u>1027340</u>	
				SITE NAME:	
				<u>MADISON</u>	
				By: TG	
				N:\JTFSHAREDATABASE\	
				TOWERLOADING\	
				blank diagram	
				REVISED	
				1/12/00	

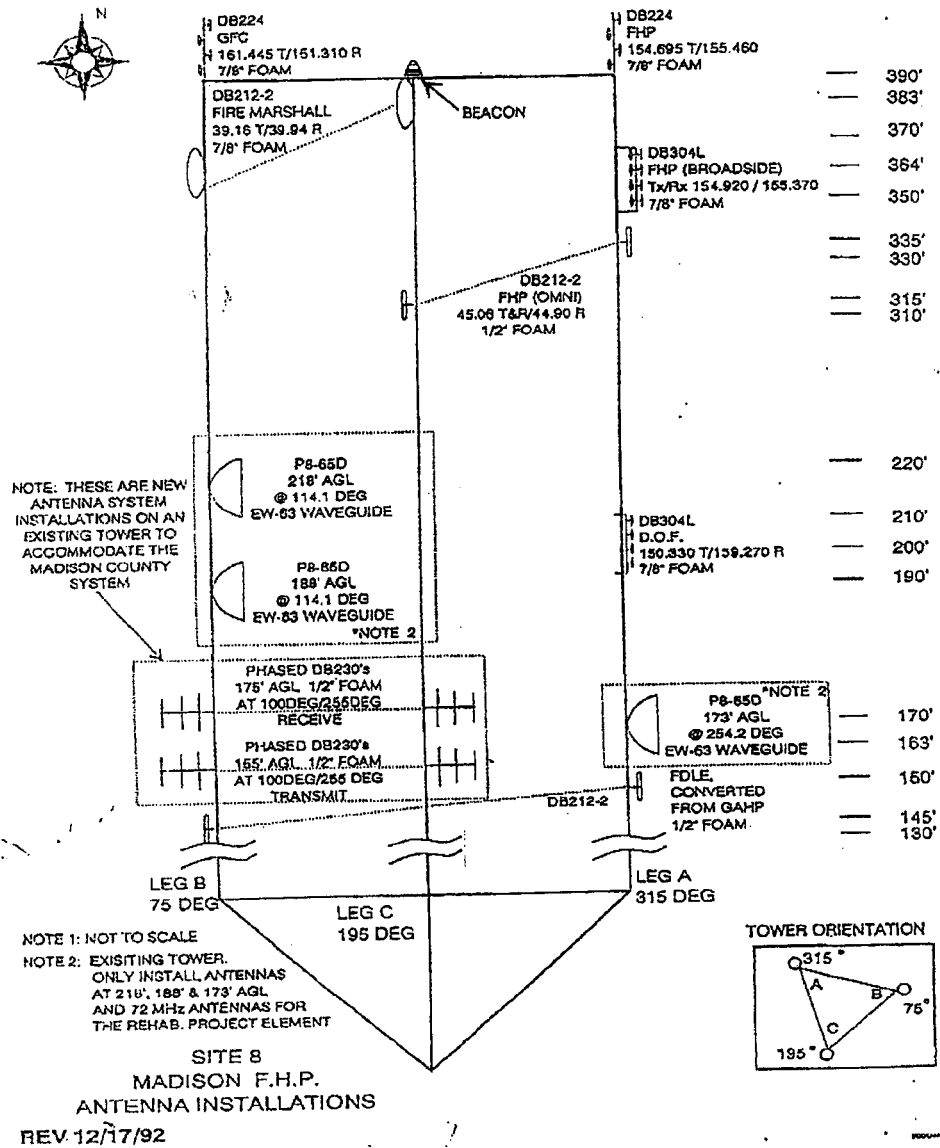
1

2

3

1

# MADISON FHP



FHP TAMPA

**LEASE AREA**  
(by others)

Sec 16  
Twp 28 S  
Rg 19 E

A portion of Lot 18, TAMPA INDUSTRIAL PARK, as recorded in Plat Book 34, Page 79, Public Records of Hillsborough County, Florida, lying in Section 16, Township 28 South, Range 19 East, being more particularly described as follows:

Commence at the Southwest corner of the North 325.00 feet of the West 670.00 feet of said Lot 18; Thence along the South line of the North 325.00 feet of the West 670.00 feet of said Lot 18 S 89° 48' 47" E, a distance of 670.00 feet to the Southeast corner of the North 325.00 feet of the West 670.00 feet of said Lot 18; Thence along the East line of the North 325.00 feet of the West 670.00 feet of said Lot 18 N 00° 18' 29" E, a distance of 218.04 feet to the Point of Beginning; Thence continue along said East line N 00° 18' 29" E, a distance of 106.96 feet to the Northeast corner of the North 325.00 feet of the West 670.00 feet of said Lot 18; Thence along the North line of said Lot 18 S 89° 48' 47" E, a distance of 76.36 feet to the Northeast corner of said Lot 18 and a Point of Curvature, said curve having a radius of 543.68 feet and a chord of 140.72 feet bearing S 41° 03' 52" E; Thence 141.12 feet along the arc of curve to the right thru a central angle of 14° 52' 17"; Thence S 89° 47' 36" W, a distance of 169.38 feet to the Point of Beginning.

**INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

A portion of Lot 18, TAMPA INDUSTRIAL PARK, as recorded in Plat Book 34, Page 79, Public Records of Hillsborough County, Florida, lying in Section 16, Township 28 South, Range 19 East.

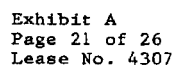
lying 10.00 feet on both sides of the following described parent tract:

Commence at a 1/2" iron rod located at the Northeast corner of said Lot 18, bearing S 89°50'18" E, 746.42 feet from the Northwest corner of said Lot 18; Thence run N 89°50'16" W, along the North line of Lot 18, a distance of 76.36 feet to a 5/8" iron rod (#D.O.T.) located on the East line of the North 325.00 feet of the West 670.00 feet; Thence, departing said North line, run S 00°17'00" W, along said East line, 37.03 feet to the Point of Beginning; Thence run N 89°43'00" W, 172.39 feet; Thence run S 00°02'24" E, 242.55 feet; Thence run S 71°46'24" W, 45.04 feet; Thence run S 04°39'39" W, 51.46 feet to the Point of Termination of said 20.00 feet easement and the Point of Beginning of a 40.00 feet wide easement lying 20.00 feet on both sides of the following described centerline: run N 89°44'21" W, 452.53 feet to the Easterly right of way line of McKinley Drive (a 150.00 feet right of way) and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and said Easterly right of way line.

FHP TAMPA (SHEET 1 OF 1)

Exhibit A  
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Lease No. 4307

### JTF 800 MHZ RADIO TOWER LOADING DIAGRAM



NAPLES FHP

11,405± SQUARE FEET LEASE AREA

Sec. 35 & 36  
Twp. 49S  
Rge. 26E

lying within the following described parent tract:

Those portions of Sections 1 and 2, Township 50 South, Range 26 East, and those portions of Section 35 and 36, Township 49 South, Range 26 East, being described as follows:

Commence at an iron pipe marking the Northwest corner of said Section 1; thence South 00° 20' 19" West 58.28 feet along the West line of said Section 1 for a POINT OF BEGINNING; thence North 89° 57' 41" East 785.56 feet to the Southerly existing limited access right of way line of State Road 93 (I-75 Project 03175-2409), and the beginning of a non-tangent curve, concave Northerly, having a radius of 11,621.16 feet and a central angle of 05° 41' 08", the chord for which bears North 77° 00' 15" West; thence Northwesterly along said curve and right of way line a distance of 1,153.18 feet; thence North 89° 45' 01" West 100.00 feet; thence South 00° 02' 19" East, 260.48 feet; thence North 89° 57' 41" East 437.45 feet to the Point of Beginning. Containing 3.696 acres, more or less.

being further described as follows:

Begin at 1/2" iron rod (#4596) located 16.83 feet, measured at right angles, Northerly of the Northerly right of way line of State Road No. 84, and 358.27 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Beginning is further referenced as follows:

1. A 4"x4" concrete monument (#4500) being the monumented Southwest corner of said parent tract lies S 87°16'21" W, 358.66 feet from said Point of Beginning.
2. A 4"x4" concrete monument (#4500) being the monumented Northwest corner of said parent tract lies N 55°50'01" W, 433.28 feet from said Point of Beginning.
3. A 1" iron pipe being the monumented Northwest corner of said Section 1 lies N 62°26'54" E, 89.68 feet from said Point of Beginning.

Thence, leaving said Point of Beginning, run S 88°09'02" E, 69.88 feet to a 1/2" iron rod (#4596); Thence run N 04°37'14" E, 112.94 feet to a 1/2" iron rod (#4596); Thence run N 89°08'04" W, 112.63 feet to a 1/2" iron rod (#4596); Thence run S 00°00'44" E, 90.68 feet to a 1/2" iron rod (#4596); Thence run S 87°44'43" E, 34.10 feet to a 1/2" iron rod (#4596); Thence run S 01°11'03" W, 20.00 feet to the Point of Beginning. Containing 11,405 square feet or 0.26 acres more or less.

NAPLES FHP

20.00 FEET INGRESS/EGRESS AND UTILITY EASEMENT

Sub. 1 & 2  
Twp - 49S  
Rgt - 26E

lying within the following described parent tract:

Those portions of Sections 1 and 2, Township 50 South, Range 26 East, and those portions of Section 35 and 36, Township 49 South, Range 26 East, being described as follows:

Commence at an iron pipe marking the Northwest corner of said Section 1; thence South 00° 20' 19" West 58.28 feet along the West line of said Section 1 for a POINT OF BEGINNING; thence North 89° 57' 41" East 785.56 feet to the Southerly existing limited access right of way line of State Road 93 (I-75 Project 03175-2409), and the beginning of a non-tangent curve, concave Northerly, having a radius of 11,621.16 feet and a central angle of 05° 41' 08", the chord for which bears North 77° 00' 15" West; thence Northwesterly along said curve and right of way line a distance of 1,153.18 feet; thence North 89° 45' 01" West 100.00 feet; thence South 00° 02' 19" East, 260.48 feet; thence North 89° 57' 41" East 437.45 feet to the Point of Beginning. Containing 3.696 acres, more or less.

lying 10.00 feet on both sides of the following described centerline:

Commence at 1/2" iron rod (#4596) located 16.83 feet, measured at right angles, Northerly of the Northerly right of way line of State Road No. 84, and 358.27 feet, measured at right angles, Easterly of the Westerly line of said parent tract, said Point of Commencement is further referenced as follows:

1. A 4"x4" concrete monument (#4500) being the monumented Southwest corner of said parent tract lies S 87°16'21" W, 358.66 feet from said Point of Commencement.
2. A 4"x4" concrete monument (#4500) being the monumented Northwest corner of said parent tract lies N 55°50'01" W, 433.28 feet from said Point of Commencement.
3. A 1" iron pipe being the monumented Northwest corner of said Section 1 lies N 62°26'54" E, 89.68 feet from said Point of Commencement.

Thence, leaving said Point of Commencement, run S 88°09'02" E, 10.00 feet to the Point of Beginning; Thence run S 01°50'58" W, 16.50 feet to the North right of way line of said State Road No. 84 and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet project boundary lines.

FHP LAKE PLACID

TOWER LOADING DIAGRAM

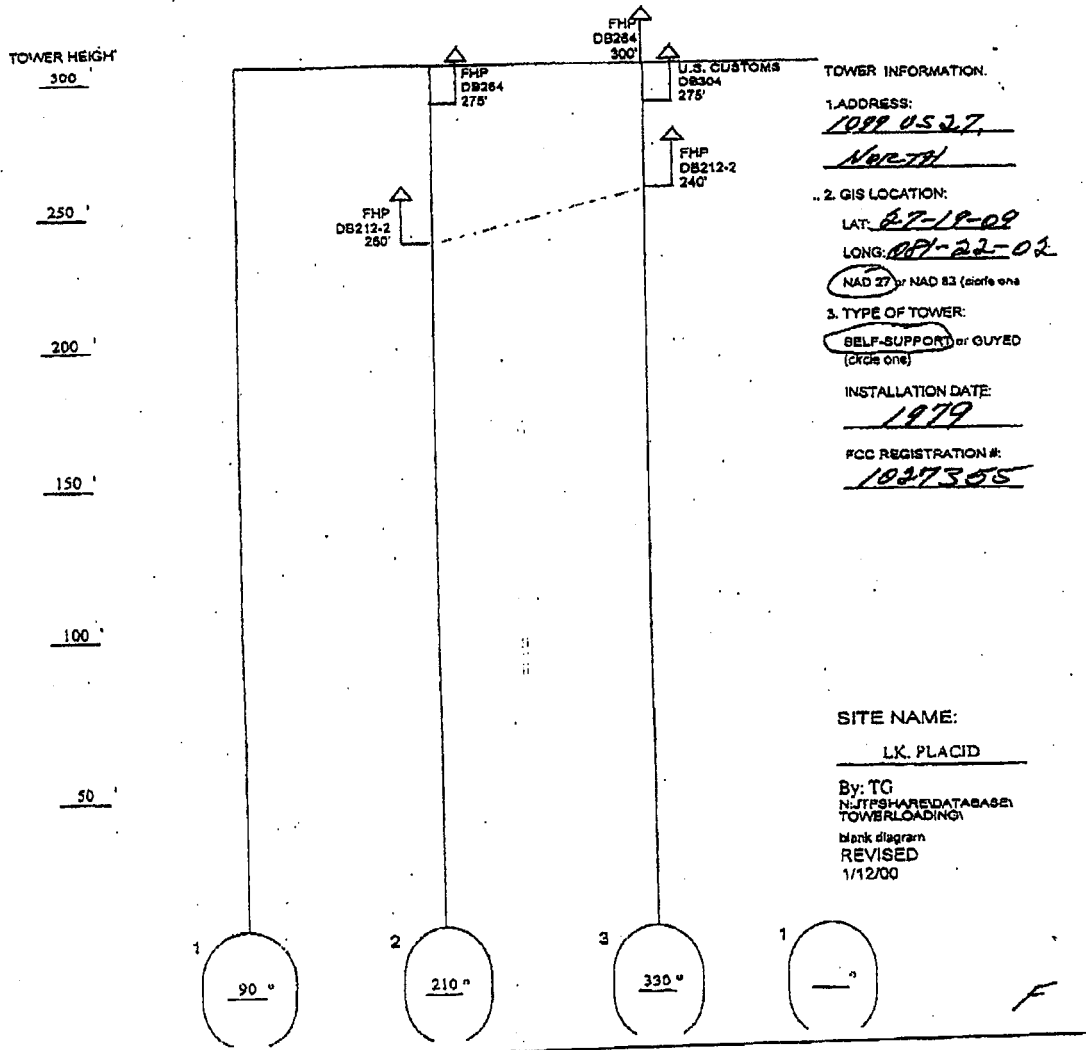


Exhibit A  
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FHP LAKE PLACED

5,245± SQUARE FEET LEASE AREA

Sec. 25  
Twp. - 36S  
Rge. - 29E

lying within the following described parent tract:

A portion of the following:

Beginning at the intersection of the East line of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, with the South or West right-of-way line of State Road 25 (US 27); thence South 1° 30' East on and along said section line for a distance of 250 feet; thence North 52° 10' West a distance of 150 feet; thence North 1° 30' West for a distance of 250 feet to an intersection with the South or West right-of-way line of State Road 25; thence South 52° 10' East on and along said right-of-way line for a distance of 150 feet, to the Point of Beginning.

AND

A portion of the Section 25, Township 36 South, Range 29 East, Highlands County, Florida more particularly described as follows:

Commence at a point of intersection of the Southwesterly right-of-way of US Highway No. 27 with the East line of said Section 25; thence run South 1° 30' 00" East along the East line of said Section 25 for a distance of 250.00 feet to the Point of Beginning; thence continue South 1° 30' 00" East for a distance of 73.22 feet to a point; thence run North 52° 10' 00" West for a distance of 150 feet to a point; thence run North 1° 30' 00" West for a distance of 73.22 feet to a point; thence run South 52° 10' 00" East for a distance of 150 feet to the Point of Beginning.

lease area being more particularly described as follows:

Commence at a 3/4" iron pipe located at the monumented Northeast corner of said parent tract; Thence run S 01°30'00" E, along the East line of said parent tract, 173.24 feet to the Point of Beginning being monumented by a 1/2" iron rod (#4596); Thence continue S 01°30'00" E, along said East line, 80.00 feet to a 1/2" iron rod (#4596); Thence run S 88°29'53" W, 52.00 feet to a 1/2" iron rod (#4596); Thence run N 01°32'43" W, 121.56 feet to a 1/2" iron rod (#4596); Thence run S 52°55'17" E, 66.64 feet to the Point of Beginning. Containing 5,245 square feet or 0.12 acres more or less.

FHP LAKE PLACID (SHEET 1 OF 2)



FHP LAKE PLACID

**20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT**

lying within the following described parent tract:

A portion of the following:

Beginning at the intersection of the East line of Section 25, Township 36 South, Range 29 East, Highlands County, Florida, with the South or West right-of-way line of State Road 25 (US 27); thence South 1° 30' East on and along said section line for a distance of 250 feet; thence North 52° 10' West a distance of 150 feet; thence North 1° 30' West for a distance of 250 feet to an intersection with the South or West right-of-way line of State Road 25; thence South 52° 10' East on and along said right-of-way line for a distance of 150 feet, to the Point of Beginning.

AND

A portion of the Section 25, Township 36 South, Range 29 East, Highlands County, Florida more particularly described as follows:

Commence at a point of intersection of the Southwesterly right-of-way of US Highway No. 27 with the East line of said Section 25; thence run South 1° 30' 00" East along the East line of said Section 25 for a distance of 250.00 feet to the Point of Beginning; thence continue South 1° 30' 00" East for a distance of 73.22 feet to a point; thence run North 52° 10' 00" West for a distance of 150 feet to a point; thence run North 1° 30' 00" West for a distance of 73.22 feet to a point; thence run South 52° 10' 00" East for a distance of 150 feet to the Point of Beginning.

easement lies 10.00 feet on both sides of the following described centerline:

Commence at a 3/4" iron pipe located at the monumented Northeast corner of said parent tract; Thence run S 01°30'00" E, along the East line of said parent tract, 173.24 feet; Thence run N 52°55'17" W, 19.73 feet to the Point of Beginning; Thence run N 00°00'00" W, 34.83 feet; Thence run N 52°52'15" W, 129.95 feet to the East right of way line of Vista Drive and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and said East right of way line.

FHP LAKE PLACID (SHEET 2 OF 2)

Exhibit A  
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