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(74307)

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 <u>M</u> day of <u>August</u>, 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. <u>DELEGATIONS OF AUTHORITY</u>: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises."

3. <u>TERM</u>: The term of this sublease shall be for a period of fifty (50) years commencing on <u>August 15 200(</u>, and

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

PURPOSE: LESSEE shall manage the leased premises pursuant 4. 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. <u>QUIET ENJOYMENT AND RIGHT OF USE</u>: 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. <u>UNAUTHORIZED USE</u>: 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. <u>RIGHT OF INSPECTION</u>: 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. <u>LIABILITY</u>: 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. <u>ARCHAEOLOGICAL AND HISTORIC SITES</u>: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or

Page 2 of 12 Lease No. 4307 the disturbance of archaeological and historic sites on stateowned 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. <u>EASEMENTS</u>: 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. <u>SUBLEASES</u>: 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. <u>ENVIRONMENTAL AUDIT</u>: 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.

Page 3 of 12 Lease No. 4307

14. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall surrender the leased premises, to In the event no further use of the leased premises or LESSOR. thereof is needed, LESSEE any part 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.

Page 4 of 12 Lease No. 4307

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. <u>PUBLIC LANDS ARTHROPOD CONTROL PLAN</u>: 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. <u>UTILITY FEES</u>: 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. <u>ASSIGNMENT</u>: 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

Page 5 of 12 Lease No. 4307

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. PLACEMENT AND REMOVAL OF IMPROVEMENTS: 20. 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, the leased premises free of trash or litter keeping 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. <u>ENTIRE UNDERSTANDING</u>: 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. <u>BREACH OF COVENANTS, TERMS, OR CONDITIONS</u>: 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

Page 6 of 12 Lease No. 4307 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. <u>NO WAIVER OF BREACH</u>: 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. <u>PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES</u>: 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. <u>CONDITIONS AND COVENANTS</u>: 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.

Page 7 of 12 Lease No. 4307

DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer 27. 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

Page 8 of 12 Lease No. 4307

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. <u>PAYMENT OF TAXES AND ASSESSMENTS</u>: 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. <u>RIGHT OF AUDIT</u>: 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

Page 9 of 12 Lease No. 4307 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. <u>NON-DISCRIMINATION</u>: 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. <u>COMPLIANCE WITH LAWS</u>: 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. <u>TIME</u>: Time is expressly declared to be of the essence of this lease.

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

34. <u>SECTION CAPTIONS</u>: 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. <u>SPECIAL CONDITIONS</u>: 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

Page 10 of 12 Lease No. 4307 covenants, terms and conditions of the Agreement shall result in a breach of the lease as provided for in paragraph 23 of this lease.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

ler Oanno (Witness Joanna Sheeler Print vpe Witness Name

(BEAL) By: ROBERT J. LOVERN, ASSISTANT

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Ka oh M. Arkins Print/Type Witness Name

STATE OF FLORIDA COUNTY OF LEON

a

Wi tne

The foregoing instrument was acknowledged before me this <u>loth</u> day of <u>August</u>, 2001, by Robert J. Lovern, Assistant Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Notary Public, State of Florida

Avia G Ackett Print/ September 19, 2004 Bonded Hau Kay Fain Insurance Inc.

Commission Expires:

Approved ps to Form and Legality am

By:

DEP Attorney

Page 11 of 12 Lease No. 4307 DEPARTMENT OF MANAGEMENT SERVICES, STATE TECHNOLOGY OFFICE

litness inda Print/Type Witness) Name

4 Dakiam BY: (SEAL) kram ( Print/Type Name

Witness RW 4

ARTING STATE CED Title:

"LESSEE"

Print/Type Witness Name

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument day of August	was acknowledged before me this 2001, by <u>Kan Bahani</u> ,	
as Action State CIO	, State Technology Office,	
Department of Management Services. She/he is personally known to		
me or produced	as identification.	
Notary Public, State of		
(SEAL)	ocary rubite, acate of	

Matc Slager MY COMMISSION # CC848934 EXPIRES June 23, 2003 BONDED THRU TROY FAIN INSURANCE, INC

Print/Type Notary Name Commission Number: Commission Expires:

Page 12 of 12 Lease No. 4307

#### EXHIBIT "A"

#### EASTPOINT F.H.P.

# 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596); Thence run S 23°42'33" E, 45.00 feet to 3 1/2" iron rod (#4596

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

Exhibit A Page 1 of 26 Lease No. 4307 CAM #24-0893 Exhibit 4 Page 14 of 39

#### 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 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 23°42'33" E, 45.00 feet to a 1/2" iron rod (#4596); 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

## 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

#### 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 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

## 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

> CAM #24-0893 Exhibit 4 Page 18 of 39

#### 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 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 23°42'33" E, 45.00 feet to a 1/2" iron rod (#4596); Thence run S 39°13'55" E, 177.15 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

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# TOWER LOADING DIAGRAM

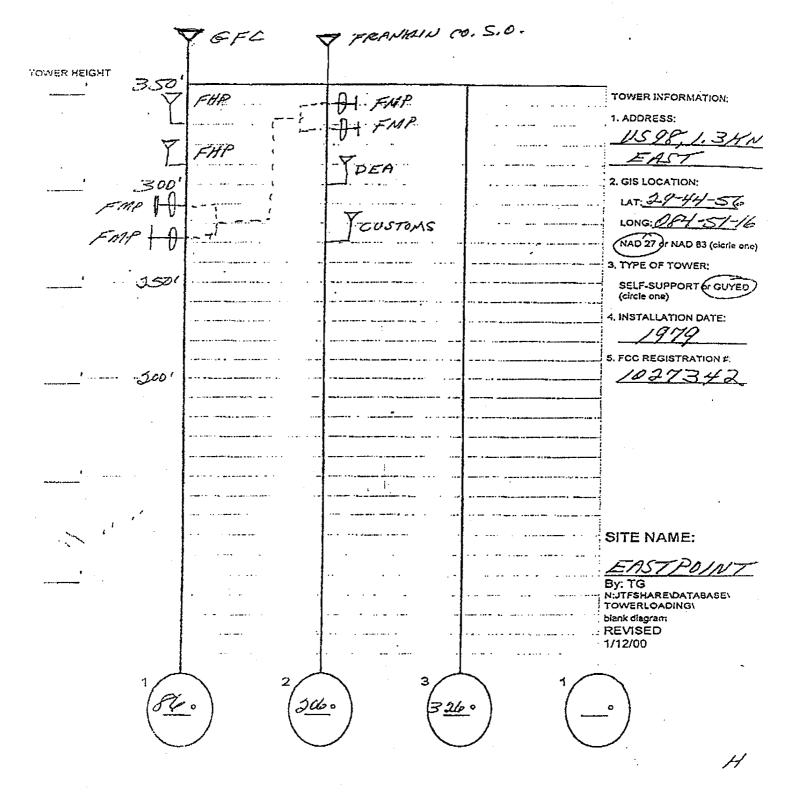


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> CAM #24-0893 Exhibit 4 Page 20 of 39

#### 62.00 FEET x 62.00 FEET LEASE AREA

Juc. 11 Twop-75 Po :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 South 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)

Exhibit A Page 8 of 26 Lease No. 4307

CAM #24-0893 Exhibit 4 Page 21 of 39

#### 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)

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## FHP ST. AUGUSTINE

# TOWER LOADING DIAGRAM

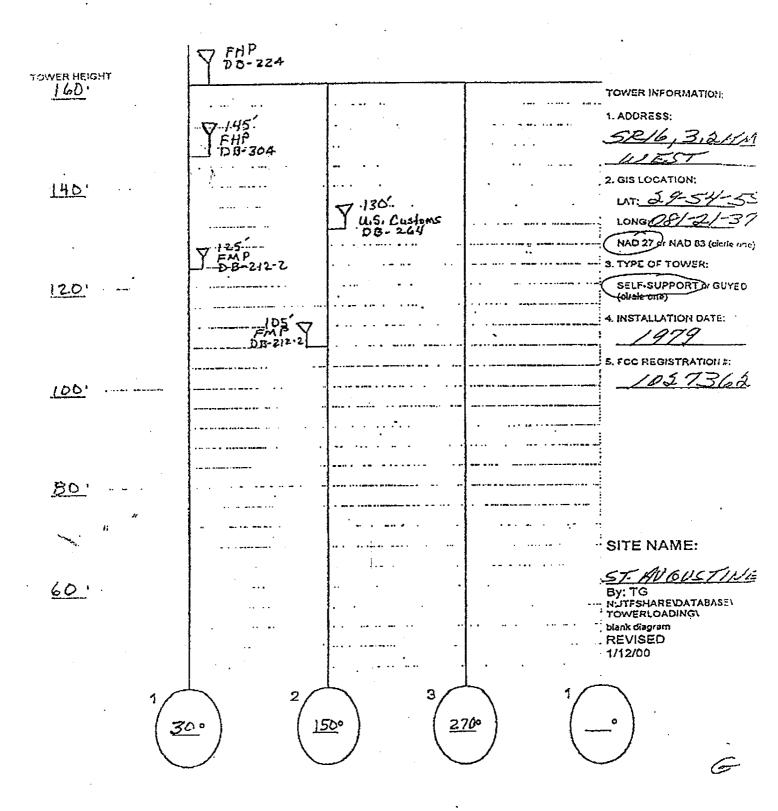


Exhibit A Page 10 of 26 Lease No. 4307

Suc. 27 Twp 3,45 Pr 40E

#### 2,811± SQUARE FEET LEASE AREA

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 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

> CAM #24-0893 Exhibit 4 Page 24 of 39

F.H.P. FORT PIERCE

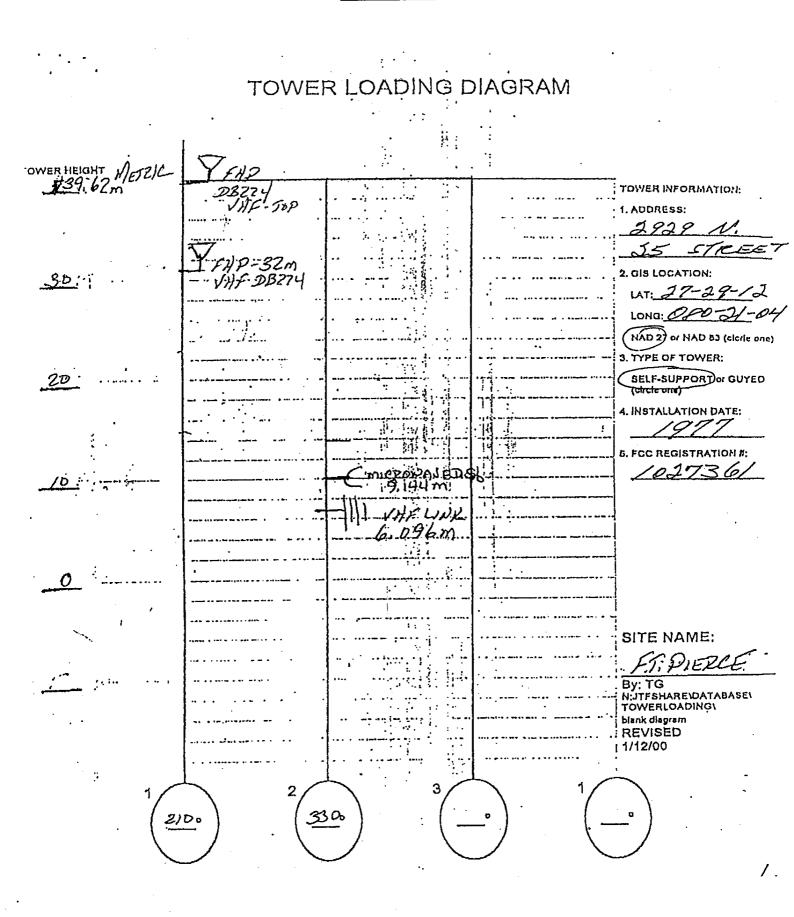


Exhibit A Page 12 of 26 Lease No. 4307

## 924± SQUARE FEET LEASE AREA

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.

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)

Exhibit A Page 13 of 26 Lease No. 4307

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Su . 17 Twp-In Rs-9E

# 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 Page 14 of 26 Lease No. 4307

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# 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 Page 15 of 26 Lease No. 4307

> CAM #24-0893 Exhibit 4 Page 28 of 39

#### 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 Page 16 of 26 Lease No. 4307

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## 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)

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# TOWER LOADING DIAGRAM

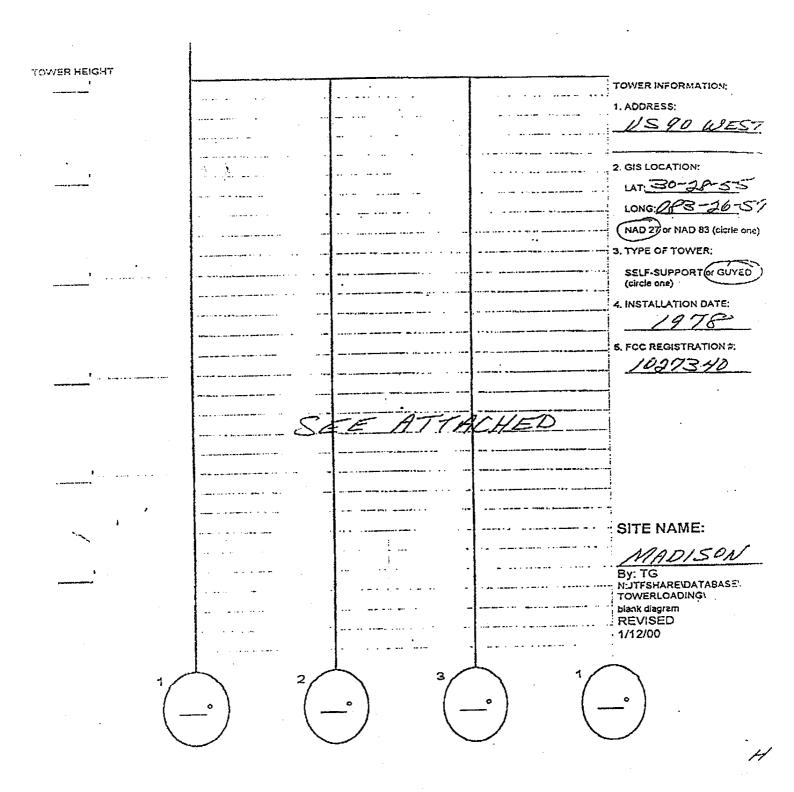


Exhibit A Page 18 of 26 Lease No. 4307

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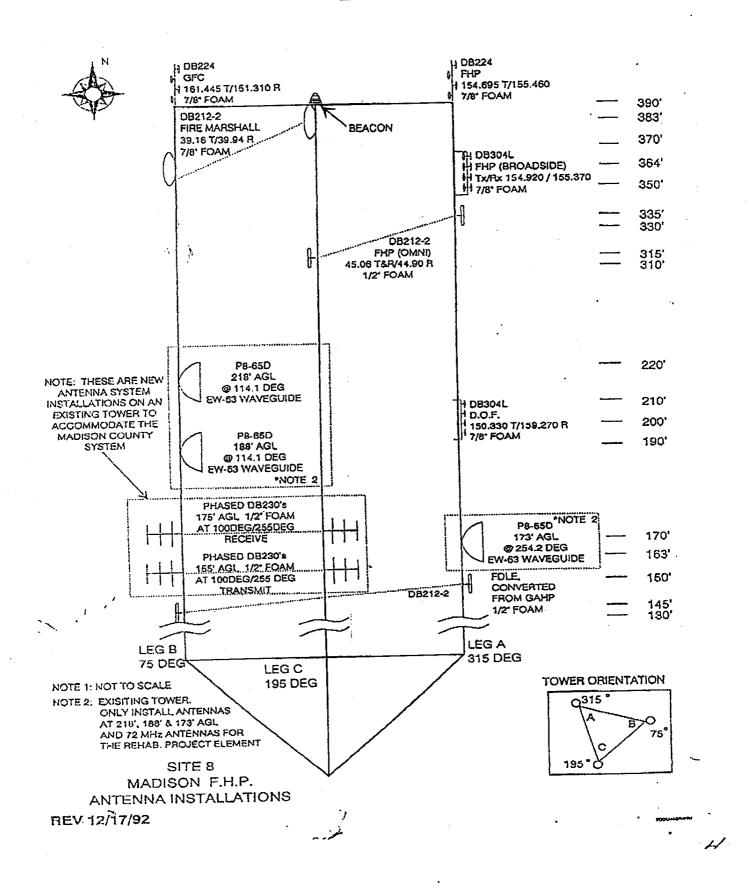


Exhibit A Page 19 of 26 Lease No. 4307

#### LEASE AREA (by others)

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 said Lot 18; Thence along the North 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)

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> CAM #24-0893 Exhibit 4 Page 33 of 39



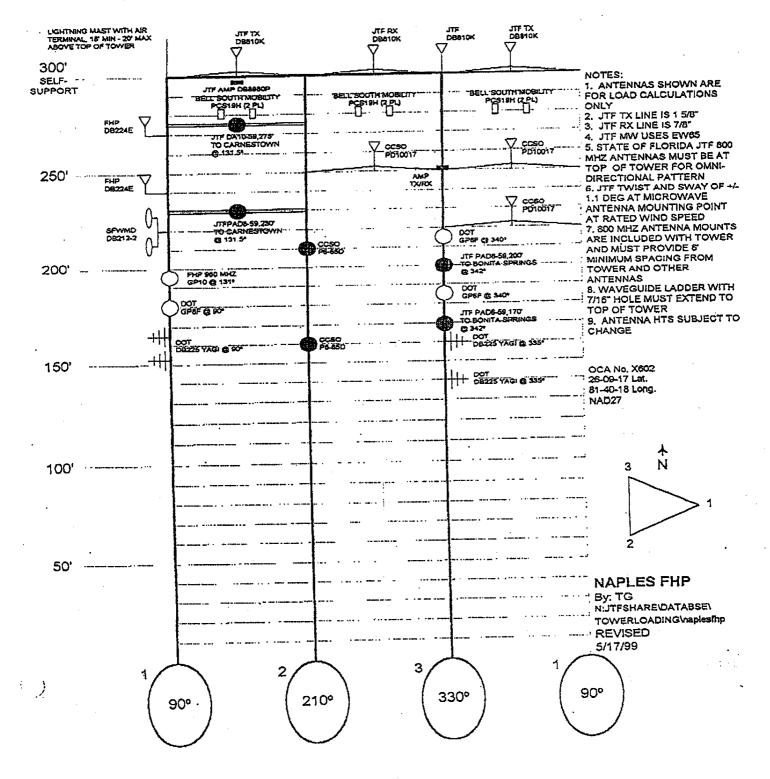


Exhibit A Page 21 of 26 Lease No. 4307 NAPLES FHP

Suc. 35 : 36 Twp - 495 Ra. 26E

## 11,405± SQUARE FEET LEASE AREA

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 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 00°00'44" E, 90.68 feet to the Point of Beginning. Containing 11,405 square feet or 0.26 acres more or less.

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#### NAPLES FHP

# 20.00 FEET INGRESS/EGRESS AND UTILITY EASEMENT

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.

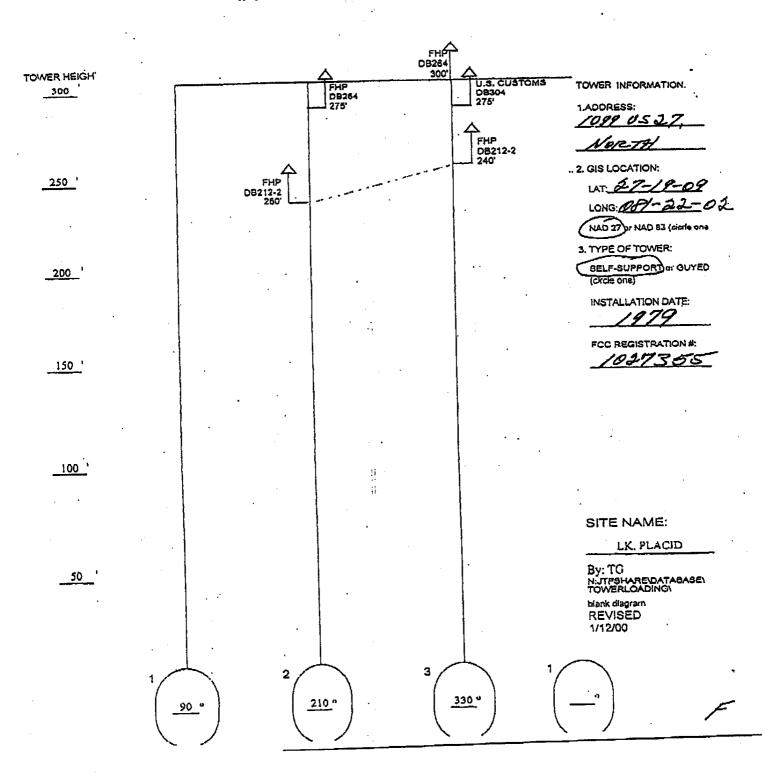
3. A 1" iron pipe being the monumented Northwest corner of said Section 1 lies N 62°26'54" E, 89.68 feet from said Point of Commencement.

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.

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Su-1:2 Twp-495 Reg. 26E



TOWER LOADING DIAGRAM

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## 5,245± SQUARE FEET LEASE AREA

Suc . 25 Twp - 365 Pege - 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" East for a distance of 73.22 feet to a point; thence run South 52° 10' 00" East for a distance of 150 feet to 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)

Exhibit A Page 25 of 26 Lease No. 4307

> CAM #24-0893 Exhibit 4 Page 38 of 39

## 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" East for a distance of 73.22 feet to a point; thence run South 52° 10' 00" East 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.

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## FHP LAKE PLACID (SHEET 2 OF 2)

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