

555 WTP "C"  
WATER TOWER

Site ID: 101702-1

Site Name: Marion Oaks WT

## WATER TOWER LICENSE AGREEMENT

This Water Tower License Agreement, made this 5th day of April, 2005, between Marion County, Florida, a political subdivision of the State of Florida, with its principal mailing address of 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471, Tax ID # 59-60000735 hereinafter designated LICENSOR and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LICENSEE. The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LICENSOR hereby licenses to LICENSEE a portion of that certain space on the LICENSOR's Water Tower ("Tower"), located in 493 Oak Road, County of Marion, State of Florida, as further described in O.R. Book 1984 at Page 1864 as recorded in the public records of Marion County, Florida ~~(the entirety of LICENSOR's property is referred to hereinafter as the "Property")~~, together with a parcel of land sufficient for the installation of LICENSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Oak Road, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LICENSOR hereby agrees to grant an additional right-of-way either to the LICENSEE or to the public utility at no cost to the LICENSEE.

LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LICENSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LICENSOR also hereby grants to LICENSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LICENSEE.

3. **TERM.** This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Marion County, Florida, or to such other person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LICENSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LICENSEE terminates it at the end of the then current term by giving the LICENSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to SEVENTEEN THOUSAND, TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$17,250.00); the second (2nd) five (5) year extension term shall be increased to NINETEEN THOUSAND, EIGHT HUNDRED AND THIRTY-SEVEN DOLLARS AND 50/100 CENTS (\$19,837.50); the third (3rd) five (5) year extension term shall be increased to TWENTY-TWO THOUSAND, EIGHT HUNDRED AND THIRTEEN DOLLARS AND 13/100 CENTS (\$22,813.13); and the fourth (4<sup>th</sup>) five (5) year extension shall be increased to TWENTY-SIX THOUSAND, TWO HUNDRED AND THIRTY FIVE DOLLARS AND 09/100 CENTS (\$26,235.09).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LICENSEE (not including the access easement). All improvements shall be at the expense of LICENSEE and the installation of all improvements shall be at the discretion and option of the LICENSEE provided that LICENSEE shall obtain the prior written approval of LICENSOR prior to installing equipment on the Water Tower and installing the security fence, which approval shall not be unreasonably withheld conditioned or delayed. LICENSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LICENSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LICENSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LICENSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LICENSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LICENSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LICENSEE determines that the Property is no longer technically compatible for its intended use, LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LICENSEE. All rentals paid to said termination date shall be retained by the LICENSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LICENSOR agrees the LICENSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LICENSOR shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LICENSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance (excluding those repairs and maintenance that are the obligation of the LICENSEE pursuant to this paragraph) the LICENSEE shall have the right to make repairs that are necessary for LICENSEE's continued provision of telecommunication services and the costs thereof shall be payable to the LICENSEE by the LICENSOR on demand. If

the LICENSOR does not make payment to the LICENSEE within ten (10) days after such demand, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to the LICENSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LICENSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LICENSOR or other LICENSEES of the Property. In the event LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference, LICENSEE will take all steps necessary to correct and eliminate the interference. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LICENSEE COMPLIANCE. All installations and operation in connection with this Agreement by LICENSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LICENSOR assumes no responsibility for the licensing, operation, and/or maintenance of LICENSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents. The parties stipulate and agree that LICENSOR is a governmental entity and is entitled to the sovereign immunity protections of Florida Statutes 768.28. Any indemnification or hold harmless rights granted by LICENSOR to LICENSEE are subject to the provisions of Florida Statutes 768.28.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LICENSOR agrees that at its own cost and expense, it will maintain third party comprehensive general liability and third party property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR agrees that LICENSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LICENSOR by LICENSEE, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LICENSOR.

15. REMOVAL UPON TERMINATION. LICENSEE, upon expiration or sooner termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LICENSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LICENSEE shall remain the personal property of the LICENSEE and the LICENSEE shall have the right to remove the same, whether or

not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. INTENTIONALLY DELETED.

17. RIGHTS UPON SALE. Should the LICENSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LICENSEE, such sale shall be under and subject to this Agreement and LICENSEE's rights hereunder, and any sale by the LICENSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LICENSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

~~19. TITLE. LICENSOR covenants that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LICENSEE as set forth above.~~

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Marion County, Florida  
Attention: County Administrator  
601 SE 25<sup>th</sup> Avenue  
Ocala, Florida 34471

LICENSEE: Verizon Wireless Personal Communications LP,  
a Delaware limited partnership d/b/a Verizon Wireless

180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LICENSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LICENSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LICENSOR's interest and also LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement. LICENSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LICENSOR immediately after this agreement is executed, will obtain and furnish to LICENSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LICENSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults.

26. RECORDING. LICENSOR agrees to execute a Memorandum of this License Agreement which LICENSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LICENSOR shall give LICENSEE written notice of such default. After receipt of such written notice, the LICENSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LICENSOR may not maintain any action or effect any remedies for default against the LICENSEE unless and until the LICENSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LICENSEE.

b. Subject to all limitations set forth in Florida Statutes 768.28, LICENSOR shall hold LICENSEE harmless and indemnify the LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance

results from conditions caused by the LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LICENSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this License upon fifteen (15) days written notice to LICENSOR. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LICENSEE may terminate this License upon fifteen (15) days written notice to LICENSOR if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this License.

31. SUBMISSION OF LEASE. The submission of this License for examination does not constitute an offer to lease the Premises and this License becomes effective only upon the full execution of this License by the Parties. If any provision herein is invalid, it shall be considered deleted from this License and shall not invalidate the remaining provisions of this License. Each of the Parties hereto warrants to the other that the person or persons executing this License on behalf of such party has the full right, power and authority to enter into and execute this License on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License.

32. APPLICABLE LAWS. LICENSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LICENSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LICENSEE regarding any compliance required by the LICENSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.


34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

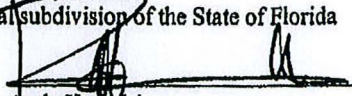
<Signature Page to Follow>

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespctive seals the day and year first above written.

Attest:


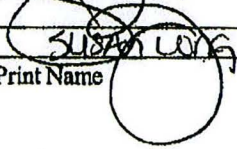
LICENSOR:

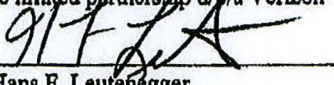
  
Name: David R. Ellspermann  
Title: County Clerk

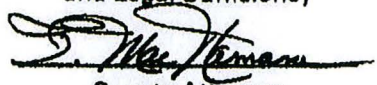
Marion County, Florida,  
a political subdivision of the State of Florida  
By:   
Name: Andy Kesselring  
Title: Chairman  
Date: April 5, 2005

WITNESSES:

LICENSEE:

  
Print Name  
  
Print Name

Verizon Wireless Personal Communications LP,  
a Delaware limited partnership d/b/a Verizon Wireless  
By:   
Name: Hans F. Leutenegger  
Title: Area Vice President, Network, South Area  
Date: 2/24/2005

Approved as to Form  
and Legal Sufficiency  
  
County Attorney

493 Oak Rd.  
Ocala, FL 34472-3005

**EXHIBIT "A"**  
**Legal Description, Site Sketch and Tower Elevation**  
*Page 1 of 3*

**LEGAL DESCRIPTION (PARENT TRACT "WATER PLANT B"):** (O.R. 1984, PG. 1864)

TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722; THENCE RUN NORTH 60°44'29" WEST, ALONG THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT; THENCE RUN NORTH 28°12'16" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 120.00 FEET TO A POINT; THENCE RUN SOUTH 60°44'29" EAST, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 147.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAK ROAD, ACCORDING TO THE PLAT OF SILVER SPRINGS SHORES, UNIT 14, AS RECORDED IN PLAT BOOK "J", PAGE 52, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN SOUTH 28°12'16" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OAK ROAD, FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION (VERIZON WIRELESS 10'X24' LEASE PARCEL):**

A PORTION OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, THENCE RUN N60°33'01"W, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 287.86 FEET; THENCE RUN N28°12'16"E, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 117.28 FEET TO THE POINT OF BEGINNING; THENCE RUN N61°47'44"W, A DISTANCE OF 10.00 FEET; THENCE RUN N28°12'16"E, A DISTANCE OF 24.00 FEET; THENCE RUN S61°47'44"E, A DISTANCE OF 10.00 FEET; THENCE RUN S28°12'16"W A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 240 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (VERIZON WIRELESS 4'X7' PROPANE TANK AREA):**

A PORTION OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID TRACT "V", THE SAME BEING THE NORTHEAST CORNER OF LOT 38, OF SAID BLOCK 722, THENCE RUN N60°33'01"W, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 270.81 FEET; THENCE RUN N28°12'16"E, PARALLEL TO THE WESTERLY LINE OF SAID TRACT "V", FOR A DISTANCE OF 143.23 FEET TO THE POINT OF BEGINNING; THENCE RUN N61°47'44"W, A DISTANCE OF 7.00 FEET; THENCE RUN N28°12'16"E, A DISTANCE OF 4.00 FEET; THENCE RUN S61°47'44"E, A DISTANCE OF 7.00 FEET; THENCE RUN S28°12'16"W A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 28 SQUARE FEET OR <0.001 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (VERIZON WIRELESS ACCESS & UTILITY EASEMENT):**

TOGETHER WITH A 20' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 20 FEET OF TRACT "V", BLOCK 722, SILVER SPRINGS SHORES, UNIT 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 227, THROUGH 231, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

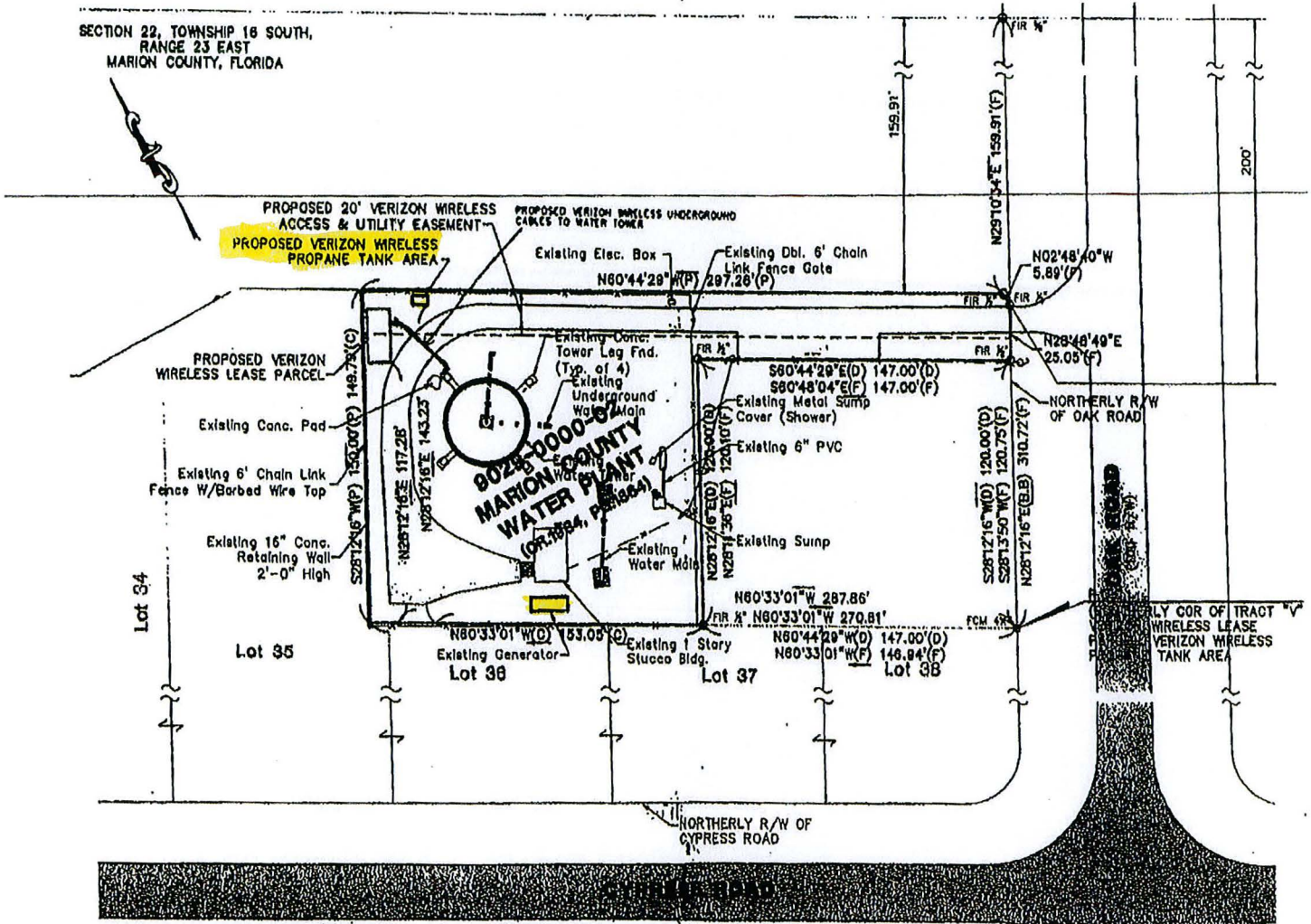
THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.



**EXHIBIT "A"**  
**Legal Description, Site Sketch and Tower Elevation**  
 Page 2 of 3

493 Oak Rd.  
 Ocala, FL 34472-3005

SECTION 22, TOWNSHIP 16 SOUTH,  
 RANGE 23 EAST  
 MARION COUNTY, FLORIDA



VERIZON WIRELESS 10'x24' LEASE PARCEL LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N61'47'41"W	10.00'
L2	N28'12'16"E	24.00'
L3	S81'47'44"E	10.00'
L4	S28'12'16"W	24.00'

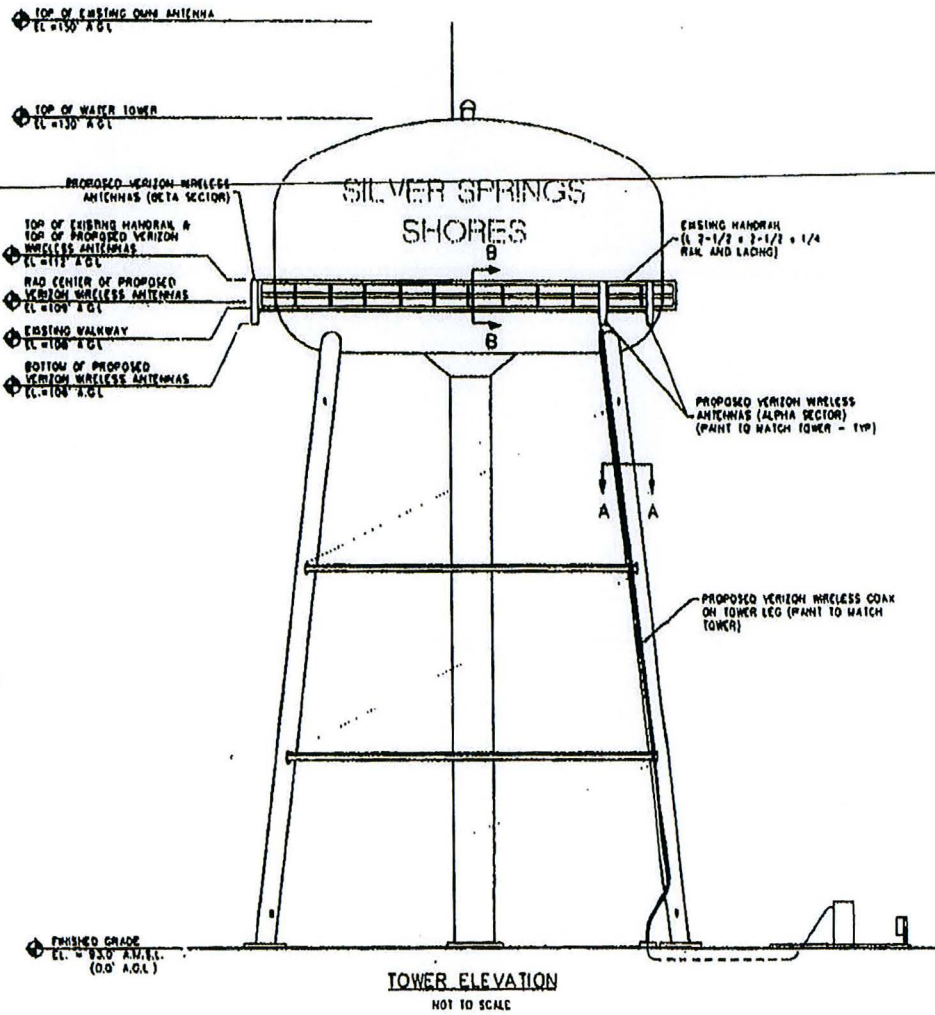
  

VERIZON WIRELESS 4'x7' PROPAANE TANK AREA LINE TABLE		
LINE NO.	BEARING	DISTANCE
T1	N61'47'41"W	7.00'
T2	N28'12'16"E	4.00'
T3	S81'47'44"E	7.00'
T4	S28'12'16"W	4.00'

LICENSEE is referred to on this exhibit as Verizon Wireless

**EXHIBIT "A"**  
**Legal Description, Site Sketch and Tower Elevation**  
 Page 3 of 3

493 Oak Rd.  
 Ocala, FL 34472-3005





Site ID: 101702-1  
Site Name: Marion Oaks WT

**EXHIBIT "C"**  
**Survey**

*One-page survey attached hereto.*

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