Tenant Site Number: 81604

#### **COMMUNICATIONS SITE LEASE AGREEMENT**

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is made by and between VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless ("Tenant") and MARION COUNTY, FLORIDA, a political subdivision of the State of Florida ("Owner").

#### RECITALS

- 1. Silver Springs Regional Water & Sewer, Inc. previously entered into a Lease Agreement with PrimeCo Personal Communications, L.P. dated September 26, 1997 (the "Restated Agreement").
- 2. The Owner acquired ownership of PID # 31756-001-00 upon which the water tank is located at physical address 5815 East Silver Springs Blvd, Silver Springs, FL 34488.
  - 3. PrimeCo Personal Communications, L.P. is now known as Tenant.
- 4. The parties now wish to modify the terms of the Restated Agreement.
- 5. Tenant desires to modify and continue to operate a wireless communications site on the property described in **Exhibit "A"** attached to and incorporated in this Agreement ("Premises"), at a position on the water tank as described in **Exhibit "B"** attached to and incorporated in this Agreement (the "Site Plan and Equipment").
- 6. Based on the conditions set forth below, Owner is willing to lease the Premises to Tenant for Tenant's proposed use subject to the terms and conditions of this Agreement.

**ACCORDINGLY**, in consideration of the Recitals set forth above and the terms and conditions set forth herein, and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

<u>SECTION 1</u>. <u>GRANT OF LEASE</u>. Owner hereby leases to Tenant the premises for Tenant's proposed use, subject to the following terms and conditions for the Term.

SECTION 2. PERMITTED USES. The Premises may be used by Tenant for the operation of a wireless communications site. Under this Agreement, Tenant may install, place, use and operate on the Premises such antennas, water tank mount amplifiers, coax lines, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines

Tenant Site Number: 81604

and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Tenant's Facilities") as Tenant deems necessary for the operation of its wireless communications site at the Premises. Further, Tenant may perform construction, maintenance, repairs, additions to, and replacement of Tenant's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Tenant's Facilities and as required for Tenant's communications operations at the Premises. Any such use by the Tenant shall at all times be subject to compliance by Tenant with all applicable laws and regulations governing such use. The number of antennae installed on the premises shall not exceed six (6) without a lease amendment increasing the rental rate.

SECTION 3. CONDITIONS PRECEDENT; PRIOR APPROVALS. This Agreement is conditioned upon Tenant obtaining all governmental licenses, permits and approvals enabling Tenant to construct and operate wireless communications facilities on the Premises without conditions which are not standard or typical for premises where wireless communications facilities are located. Owner agrees to cooperate with Tenant's reasonable requests for Owner's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense or liability to Owner.

SECTION 4. TERM. The term of this Agreement shall be Five (5) years, commencing on January 1, 2010 (the "Commencement Date"). Tenant shall have the right to extend this Agreement for Four (4) additional terms of Five (5) years each (a "Renewal Term") on the same terms and conditions as set forth in this Agreement except that the Fees shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Tenant notifies Owner of Tenant's intention not to renew the Agreement at least thirty (30) days prior to expiration of the then current term.

# **SECTION 5. RENT.** Guyed, Monopole, Free standing water tank.

Beginning on the Commencement Date, Tenant shall pay to Owner Twenty-One Thousand Six Hundred and no/100ths (\$21,600.00) Dollars per year, payable in equal monthly installments ("Rent"). Annual Rent will be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the rental rate in effect for the prior year.

#### SECTION 6. OWNER'S REPRESENTATIONS AND WARRANTIES.

(a) Owner represents and warrants that its operation of the water tank, exclusive of Tenant's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations.

Tenant Site Number: 81604

including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain the water tank and its lighting systems, water tank antenna, transmission lines, equipment and building in good operating and structurally sound condition. Owner shall bear the costs of maintaining the water tank, including without limitation any past, present or future fines, levies or expenses for noncompliance with government regulations, with the exception of maintenance of Tenant's antennae and Equipment, and except for damage to the water tank caused by Tenant, or Tenant's agents, employees, contractors or subcontractors, which shall be borne by Tenant. Tenant shall timely repair at Tenant's cost any such damage. Should Owner fail to timely make repairs required by this Agreement, Tenant may terminate this Agreement upon written notice to Owner. For purposes of this Section 6(a), any noncompliance that creates a public safety hazard and continues for more than twenty-four (24) hours after notice to Owner shall be deemed not to be timely repaired, and any other noncompliance that continues for more than ten (10) days shall be deemed not timely repaired.

- (b) Owner hereby consents to Tenant's installation, at Tenant's sole cost and expense, of any equipment as Tenant may deem appropriate to remotely monitor the water tank for compliance with government regulations. Such monitoring shall not relieve Owner of the primary responsibility for compliance with water tank maintenance or lighting requirements.
- (c) Owner shall permit Tenant, at Tenant's sole cost and expense, to assess and inspect the condition of the water tank, including, without limitation, assessment of structural integrity, by performance of a water tank analysis, or any testing to determine compliance with governmental regulations, as Tenant may deem appropriate, provided Tenant shall perform such inspections no more often than once annually unless Owner has defaulted in its obligations under this Section 6 or Section 17.
- (d) <u>Maximum Permissible Emissions</u>; <u>Cooperative Efforts</u>. Tenant shall regulate its antenna power output ("RF Emissions") according to applicable guidelines or restrictions imposed by the FCC for RF Emissions standards on Maximum Permissible Exposure ("MPE") levels. Similarly, any subsequent communications service providers ("Subsequent Users") installing Equipment on the Property or the Premises after the Commencement Date of this Agreement shall also be held to compliance with such limits, rules and regulations and such Subsequent User shall adjust its RF Emissions subordinate to any requirements of Tenant.

#### SECTION 7. WORK, MAINTENANCE AND REPAIRS.

(a) All of Tenant's construction and installation work attaching communication antennas and cables to the Water Tank shall conform to the American Water Works Association (AWWA) Standards/Guidelines and shall be

Tenant Site Number: 81604

performed at Tenant's sole cost and expense and in a good and workmanlike manner. Access or intrusions into the tanks interior water compartment by the Tenant's staff or subcontractors shall be prohibited. Tenant shall submit copies of the site plan and specifications to the Owner for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Owner shall give such approval or provide Tenant with its requests for changes within ten (10) business days of Owner's receipt of Tenant's plans. Tenant shall maintain Tenant's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Tenant shall not be required to make any repairs to the Premises except for damages to the Premises caused by Tenant, its employees, agents, contractors or Upon the expiration, cancellation or termination of this subcontractors. Agreement, Tenant shall promptly remove Tenant's Facilities from the Premises and shall surrender the Premises in the condition in which it is existed at the time of execution of this Agreement, less ordinary wear and tear.

(b) Upon at least ninety (90) days' notice from the Owner, Tenant shall at its sole cost and expense make necessary arrangements to either temporarily protect or remove all or portions of its antennae facilities as a result of Owner's painting or other maintenance of the Premises. In accordance with this section 7(b), Owner and Tenant shall cause their respective contractors to cooperate with each other in order to facilitate and coordinate their respective activities and obligations with respect to Owner's maintenance and painting of the Tower. If Tenant and Owner agree that it is reasonable to keep all or any portion of the antennae facility in place during such painting or maintenance any additional expense incurred by Owner and caused by the presence of Tenant facilities shall be paid promptly by Tenant upon notice from Owner. Notwithstanding anything to the contrary in the lease and in accordance with the provisions of section 7(b) Tenant shall have the continuing right to access the premises and its antennae facilities while the Owner performs maintenance or painting of the tower.

TITLE TO TENANT'S FACILITIES. Title to Tenant's SECTION 8. Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant. All of Tenant's Facilities shall remain the property of Tenant and are not fixtures. Tenant has the right to remove all of Tenants' Facilities at its sole expense on or before the expiration or termination of this Agreement. Owner acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Tenant's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Owner (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Tenant's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to

Tenant Site Number: 81604

become due and that such Collateral may be removed at any time without recourse to legal proceedings.

SECTION 9. INTERFERENCE. Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Owner or other Tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Tenant's equipment causes such interference, and after Owner has notified Tenant in writing of such interference. Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Owner be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. Owner agrees that Owner 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 equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

### SECTION 10. UTILITIES AND ACCESS.

- (a) Owner represents that utilities adequate for Tenant's intended use of the Premises are presently available. Further, if necessary, Tenant shall have the right to install utilities, to be separately metered at Tenant's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities on, or to bring utilities across or under, the Premises and the Easement (as defined below) in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Tenant's request, execute a separate written easement in a form which may be filed of record evidencing this right. Tenant shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Tenant.
- (b) Tenant shall have access to the Premises and the Equipment at all times, twenty-four (24) hours each day, through the access drive existing on a twenty-four foot (24') wide access easement (the "Easement"). Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Tenant may, at its own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. To the degree additional access is required across other property

Tenant Site Number: 81604

owned by Owner, Owner shall execute an easement evidencing this right and agrees to maintain said access so that no interference is caused to Tenant by other tenants, licensees, invitees or agents of the Owner.

<u>SECTION 11.</u> <u>TERMINATION.</u> Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

- (a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within thirty (30) days of receipt of written notice of default, unless the nature of the default is such which would reasonably require more than thirty (30) days to cure (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or
- (b) By Tenant if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Tenant's business or intended use of the Premises; or
- (c) By Tenant if the Premises or Equipment is damaged by casualty so as to hinder the effective use of the Equipment; or in the event that interference, whether or not from Owner's activities or any other source, to transmissions or signals from the Communications Facility, in Tenant's judgment, may not be adequately corrected or eliminated by Tenant;
- (d) By Tenant upon six (6) months written notice to Owner in the event changes in network design or technology render the site obsolete or unnecessary.

Upon termination for any reason by Tenant, Tenant shall remove its Equipment from the water tank within ninety (90) days of termination of this Agreement.

SECTION 12. NO WAIVER OF POLICE POWER. Owner cannot and hereby specifically does not waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

**SECTION 13.** AS-IS. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the date of execution of this

Tenant Site Number: 81604

Agreement. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Premises and Owner shall not be liable for any latent or patent defect in the Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless caused by the negligence or willful misconduct of Owner.

SECTION 14. INDEMNITY. Subject to Section 15 below, 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 negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The parties stipulate and agree that the Owner is a governmental entity and is entitled to sovereign immunity protections of Florida Statutes 768.28.

SECTION 15. HAZARDOUS SUBSTANCES. Owner represents and warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Owner nor Tenant shall introduce or use any Substance on the Site or Owner's Property in violation of any applicable law. Each Party agrees to indemnify and hold the other harmless from any and all liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach of any representation, warranty or agreement contained in this Section 16.

<u>SECTION 16.</u> <u>TAXES.</u> Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Tenant's Equipment. Tenant shall not pay real property taxes or other fees and assessments attributable to the Premises.

#### **SECTION 17. LIABILITY INSURANCE.**

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the 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. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Tenant Site Number: 81604

(b) Tenant agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits 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. Tenant agrees that it will include the other Owner as an additional insured.

<u>SECTION 18.</u> <u>CONDEMNATION.</u> If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the water tank, in the opinion of Tenant, unsuitable for the use which Tenant was then making of the Premises or the Tower, Tenant may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Tenant shall include, where applicable, the value of its Equipment, moving expenses, prepaid Fees and business dislocation expenses).

#### SECTION 19. ENVIRONMENTAL MATTERS.

- (a) If after Tenant takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Tenant may terminate this Agreement and Tenant shall owe no further duties, obligations or liability to Owner. Owner shall be responsible for, hold Tenant harmless from, any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly by the activities of Owner and Owners agents, employees or contractors, or resulting from the presence of Hazardous Materials brought onto the Premises by Owner's or Owner's agents, employees, licensees, invitees, tenants or contractors.
- (b) Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Tenant shall be responsible for and hold Owner harmless from, any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused by the activities of Tenant or Tenant's agents, employees or contractors, or resulting from the presence of any Hazardous Materials brought onto the Premises by Tenant, Tenant's agents, employees, licensees, invitees, or contractors.
- (c) As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated biphenyl, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or

Tenant Site Number: 81604

local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations

**SECTION 20. NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

IF TO OWNER: Marion County BCC

Attn: County Administrator 601 SE 25<sup>th</sup> Avenue

Ocala, FL 34471

IF TO TENANT: Verizon Wireless Personal Communications LP

d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, NJ 07921 Attn: Network Real Estate

#### SECTION 21. TITLE AND QUIET ENJOYMENT.

- (a) Owner covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- (b) Owner represents and warrants to Tenant as of the execution date of this Agreement, and covenants during the Term that Owner is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Owner further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Owner's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Tenant as set forth above.
- SECTION 22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of the Owner to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant'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 Owner, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Tenant Site Number: 81604

<u>SECTION 23.</u> <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

SECTION 24. COMPLIANCE WITH LAWS. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Tenant's Equipment, transmission lines, and any related devises, and the installation, maintenance and operation thereof, shall not damage the water tank or any property or properties adjoining, or interfere with the use of the water tank and the remainder of the Premises, by Owner or others, and Tenant shall defend, indemnify and hold harmless Owner from any such damage, unless caused by the negligence or willful misconduct of Owner.

**SECTION 25. ESTOPPEL.** Each party agrees to furnish to the other, within 10 days after request, such truthful estoppels information as the other may reasonably request.

SECTION 26. TERMINATED AGREEMENT. Owner and Tenant agree that this Agreement replaces the Lease Agreement between Silver Springs Regional Water & Sewer, dated September 26, 1997 ("Terminated Agreement"). Further, Owner and Tenant acknowledge that notwithstanding the termination of the Terminated Agreement, Tenant may continue to make, and the Owner may continue to receive, rental and other payments earmarked for the Terminated Agreement. In such event, any rental or other payments earmarked for the Terminated Agreement shall be applied and credited against any rentals or other payments due under this Agreement.

# **SECTION 27. MISCELLANEOUS.**

- (a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- (b) This Agreement shall constitute the entire agreement and understanding of Owner and Tenant, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Tenant.
- (c) Owner agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises. Tenant may record a Memorandum of Agreement executed by all parties.

Tenant Site Number: 81604

(d) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

- (e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- (f) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated.

Tenant Site Number: 81604

**IN WITNESS WHEREOF,** Owner and Tenant have executed this Agreement effective as of the day and year first above written.

WITNESS  WITNESS  WITNESS  ATTEST:	MARION COUNTY, FLORIDA, a political subdivision of the State of Florida  By:  Barbara Fitos, Chair
David R. Ellspermann, Clerk	Date: March 2, 2010
APPROVED AS TO FORM AND LEGALITY.	
Dated: 2-15-10  County Attorney	-
Signed, sealed and delivered in the presence of:	TENANT:  VERIZON WIRELESS PERSONAL  COMMUNICATIONS LP d/b/a Verizon  Wireless
Print Name: Jean M. Mann.  Catharus Lauson	By: // / Print Name: Hans F. Leutenegger  Title: Area Vice President Network  Date: \( \lambda

Print Name: Catharine Lawson

Tenant Site Number: 81604

# **EXHIBIT "A"**

#### **PREMISES**

A portion of Section 6, Township 15 South, Range 23 East, Marion County, Florida, being more particularly described as follows: Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of said Section 6; thence S.89°51'28"E. 25.05 feet to a found iron rail on the East right of way line of N.E. 58th Avenue; thence departing said right of way line, continue S.89°51'28"E. 307.81 feet to a found concrete monument with disc stamped "Moorhead Eng. Co." and the Point of Beginning; thence N.00°09'44"E. 100.00 feet; thence S.89°51'28"E. 100.00 feet; thence S.00°09'44"W. 100.00 feet; thence N.89°51'28"W. 100.00 feet to the Point of Beginning.

Tenant Site Name: Silver Springs Water Tower Tenant Site Number: 81604

# **EXHIBIT "B"** SITE PLAN AND EQUIPMENT [SEE ATTACHED]

