



**Marion County
Board of County Commissioners**

Growth Services ▪ Planning & Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

SPECIAL USE PERMIT APPLICATION – 2026

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: 180' monopole communication tower facility.

Parcel Account Number(s): 35695-025-04

Property/Site Address: SW 62nd Avenue Road, Ocala, FL 34476

Future Land Use Designations: Commercial **Zoning Classification:** B-2

Current Property Use: Vacant Commercial **Total Acreage:** 28.56

Request for a reasonable accommodation Yes / No (See checklist item #7 on page 3)

Request for a listed special use Yes / No (See checklist item #4 on page 3)

Each/all property owner(s) **MUST** sign this application or provide written authorization naming an Applicant or Agent below to act on his/her behalf. Please **print** all information, except for the Owner and Applicant/Agent signature. If multiple Owners or Applicants/Agents, please use additional pages.

Property Owner Name (print legibly) John S. Rudnianyn	Applicant or Agent Name (print legibly) Gulfstream Towers Holding Company, LLC
Mailing Address 2441 NE 3rd Street	Mailing Address 127 W. Fairbanks Avenue, #469
City, State, Zip Ocala, FL 34475	City, State, Zip Winter Park, FL 32789
Phone Number (include area code) (352) 629-6101, Ext 204	Phone Number (include area code) (407) 617-0167
E-Mail Address john@ipsocala.com	E-Mail Address mike@gulfstreamtowers.com
Signature* 	Signature*
Printed Name and Title of Authorized Signer (for corporate, trust & other entities) John Rudnianyn, Trustee	Printed Name and Title of Authorized Signer (for corporate, trust & other entities) Michael Burkhead, President

*By signing this application, the Owner, Applicant, and/or Agent hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinances and any applicable permits.

STAFF/OFFICE USE ONLY

LDC Section that allows proposed Special Use:

<i>Project No.:</i>	<i>Plan No.:</i>	<i>Code Case No.:</i>
<i>Rcvd by:</i>	<i>Rcvd Date: / /</i>	<i>Time:</i>
		<i>PZ Case No.:</i>

Please note: If approved, the Special Use Permit will not become effective until 14 days after the final decision is made by the Marion County Board of County Commissioners and any applicable appeal period concludes. The Owner, Applicant or Agent must be present at all pertinent public hearings to represent this application. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the Applicant or Agent must be correct and legible to be processed. The filing fee is non-refundable. For more information, please contact the Growth Services Zoning Division at 352-438-2675.

Special Use Permit Application Document Completeness Checklist – 2026

READ INSTRUCTIONS AND CHECKLIST ENTIRELY

The County will not review a Special Use Permit application unless the Applicant provides a signed and complete application, application fee payment, and all other required materials. All required materials and payment must be included with the application at the time of submission. Documents can be submitted on various page sizes but must be legible on 8.5"x11" (letter-sized) paper with no resulting font size less than 12pt.

By signing this application, you acknowledge that **all** required materials and payments must be submitted in full and in accordance with the specified guidelines. Incomplete or inaccurate submissions may result in rejection and return without further review.

To help ensure your application is complete, a pre-application meeting is highly recommended. You may contact the Growth Services Development at 352-438-2674 and a planner will be able to assist you with scheduling a pre-application meeting.

Certain special use permit applications require additional information and materials (see checklist item #4). There are additional requirement checklists for these certain special uses, which are available at the Growth Services front desk and downloadable on its website.

Growth Services reserves the right to require additional documentation on a case-by-case basis. Should more information be required, the planner assigned to your case will contact you.

A Special Use Permit application is complete and sufficient for review when an Applicant provides the following materials and information:

- 1) A signed and complete application form accompanied by payment of the application fee.
 - a. To confirm the appropriate payment amount, see the fee schedule available on the Marion County Growth Services webpage. Payments may be made by **cash, check, or credit card¹**. **Make checks payable to: Marion County Board of County Commissioners.**
 - b. Ensure the application is signed by the Owner(s) and Applicant/Agent or provide written authorization naming the Applicant/Agent to act on behalf of the Owner(s).
- 2) A copy of the most recent **recorded deed** conveying the property to the current owner.
(NOTE: If the property is owned by a Corporation or Trust, also provide a copy of the Corporation or Trust document showing the person signing as "Owner" is a manager/registered agent of the company.)

¹ Payments using a credit card are subject to a surcharge.

- 3) **Findings of Facts**, either typed or written on 8 ½" x 11," letter-sized paper. See *Finding of Facts Requirements and Cheat Sheet* on page 4 and 5.
(NOTE: If typed, use minimum 12pt font. If written, ensure the document is legible. Illegible documents may result in a delayed review or rejection.)
- 4) **Additional Findings of Facts, ONLY required for the following Special Use Permit types (select if applicable)**. See the form for "Additional Requirements for Specified Special Use Permits."
- a. Construction & Demolition Debris Landfill
 - b. Kennels
 - c. Manufactured homes in R-2, R-3, & R-E
 - d. Mining
 - e. Parking a Commercial Vehicle Exceeding 16,000 lbs.
 - f. Schools
 - g. Telecommunication Towers
 - h. Wastewater Treatment Facilities and Treated Effluent Disposal
- 5) A Concept Plan using an appropriate scale, prepared to be consistent with (1) the provisions of Article 2 and 6 of the Land Development Code and (2) the written/typed standard for the **Findings of Facts**.
(NOTE: Certain special uses listed above require additional information and materials for concept plan review.)
- 6) A location map that clearly:
- a. Outlines the subject property; and
 - b. Shows the current zoning, future land use designation, and existing land uses for the subject property and adjacent properties.
- 7) (Optional) Any additional supporting documents, media, or information to support the application. Provide a written or typed itemized list detailing all supplemental attachments.
(NOTE: If the Applicant requests a Special Use Permit for **reasonable accommodation for animals**, then supporting documentation is **required**.)

Special Use Permit Application
Finding of Facts Requirements and Cheat Sheet - 2026

An Applicant for a Special Use Permit must address **nine (9)** Findings of Facts within both the required Concept Plan in a separate written/typed document. Growth Services may require an Applicant to address additional Findings of Facts to confirm whether the Applicant acknowledges and accounts for any unique conditions relating to the proposed special use.

This section provides the required Findings of Facts as well as instructions intended to help you satisfy the Findings of Facts requirement of the Special Use Permit application. **Write or type your answers on a separate document and attach the document to your application package.**

If your application requires additional Findings of Fact as laid out in the Special Use Permit checklist item #4, include the additional Findings of Fact in the same document in addition to the standard Findings of Fact.

Should you have questions regarding the Finding of Facts or the application process, please contact the Growth Services Department at 352-438-2674 and a planner will assist you.

Required Nine (9) Questions for the Findings of Facts:
(Attach as a separate document)

- 1) Provision for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or catastrophe.
 - a. Describe the access from the roads to the subject property.
 - b. Describe the access from the roads to each accessory structure on the subject property.

- 2) Provision for off-street parking and loading areas, where required, with particular attention to the items in (1) above, and the economic, noise, glare, or odor effects of the Special Use Permit on adjoining properties and properties generally in the surrounding area.
 - a. Describe how parking will be provided at the subject property.
 - b. Describe how loading areas will be provided at the subject property.
 - c. Describe how the Special Use Permit may cause any economic, noise, glare, or odor effects to the neighboring properties or surrounding area.

- 3) Provisions for refuse and service area, with particular reference to the items in (1) and (2) above, describe how waste removal will take place.
- 4) Provision for utilities (including water and sewer), with reference to locations, availability, and compatibility, describe how utilities will be provided to the subject property.
- 5) Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary, describe if there will be landscaping, fencing, screening, or buffering around the subject property.
- 6) Provision for signs, if any, and exterior lighting with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area, describe if there will be any signs or exterior lighting as part of the Special Use Permit.
- 7) Provision for required yards and other green space:
 - a. Describe how much of the site will remain undeveloped.
 - b. Confirm that setback requirements are being met.
- 8) Provision for general compatibility with adjacent properties and other properties in the surrounding area, describe the general surrounding properties and how the proposed Special Use Permit will fit with the existing uses.
- 9) Provision for meeting any special requirements required by the site analysis for the particular use involved, describe if you will be willing to meet any special conditions necessary to obtain this special use permit.



127 W. Fairbanks Avenue
Box 469
Winter Park, FL 32789

Marion County Board of County Commissioners
Growth Services, Planning & Zoning
2710 E. Silver Springs Blvd
Ocala, FL 34470

Re: PL SUP-000700-2026 / Findings of Facts

Dear Staff,

- 1) Provision for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or catastrophe.
 - a. Describe the access from the roads to the subject property.
 - b. Describe the access from the roads to each accessory structure on the subject property.

The proposed tower facility will obtain access via a 20' wide easement extending from SW 63nd Avenue Road to the facility.

- 2) Provision for off-street parking and loading areas, where required, with particular attention to the items in (1) above, and the economic, noise, glare, or odor effects of the Special Use Permit on adjoining properties and properties generally in the surrounding area.
 - a. Describe how parking will be provided at the subject property.
 - b. Describe how loading areas will be provided at the subject property.
 - c. Describe how the Special Use Permit may cause any economic, noise, glare, or odor effects to the neighboring properties or surrounding area.

The proposed tower facility is unmanned and does not require off-street parking. Service technicians may park temporarily next to the facility within the designated access easement. The SUP for the proposed tower facility will not cause any economic, noise, glare or odor effects to the neighboring properties or surrounding area

- 3) Provisions for refuse and service area, with particular reference to the items in (1) and (2) above, describe how waste removal will take place.

The proposed tower facility does not create waste or refuse that would require service and removal.

- 4) Provision for utilities (including water and sewer), with reference to locations, availability, and compatibility, describe how utilities will be provided to the subject property.



127 W. Fairbanks Avenue
Box 469
Winter Park, FL 32789

The proposed tower facility will only require electricity and fiber for the equipment.

- 5) Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary, describe if there will be landscaping, fencing, screening, or buffering around the subject property.

The proposed tower facility shall be landscaped per LDC Sec 4.3.25.E.(4), "A planting area a minimum of 4-feet wide, around the outside perimeter of the fence around the tower compound shall be established. The area shall be planted with a hedge of native or ornamental evergreen shrubs at least 30-inches in height at planting and capable of growing to at least 40-inches in height within the first growing season. Plants shall be mulched using two inches of material."

- 6) Provision for signs, if any, and exterior lighting with consideration given to glare, traffic safety, economic effects, and compatibility and harmony with properties in the surrounding area, describe if there will be any signs or exterior lighting as part of the Special Use Permit.

The proposed tower facility shall include signage in accordance with LDC Sec 4.3.25.E.(9), "No signage shall be allowed on any tower, except as required for public safety purposes, or by the Federal Communication Commission (FCC)."

- 7) Provision for required yards and other green space:
 - a. Describe how much of the site will remain undeveloped.
 - b. Confirm that setback requirements are being met.

The proposed tower facility is 3600sf in size and is located within a 28.56 acre parcel zoned B-2 (Community Business), with a couple commercial outparcels. The remaining 28.56 acre parcel is currently undeveloped, but is anticipated to be developed for commercial uses over the next few years. The off-site setbacks to residential dwellings and public & scenic roadways have been met. Although the proposed tower site is adjacent to residential zoned land to the East, the proposed tower facility is buffered by a 340' wide stormwater retention pond. The nearest residential dwelling is 395'-6" to the East.

- 8) Provision for general compatibility with adjacent properties and other properties in the surrounding area, describe the general surrounding properties and how the proposed Special Use Permit will fit with the existing uses.

The proposed tower facility is located within a 28.56 acre parcel zoned B-2 (Community Business). The proposed use is compatible with current and proposed uses in the general area, consisting of commercial developments along the road ROWs and intersections with residential

ATTACHMENT A



127 W. Fairbanks Avenue
Box 469
Winter Park, FL 32789

neighborhoods adjacent. Tower facilities are purposefully placed on commercial, industrial and agricultural properties to serve the residential communities in their surrounding areas, likewise, this proposed facility will serve the residential and commercial communities that surround it.

- 9) Provision for meeting any special requirements required by the site analysis for the particular use involved, describe if you will be willing to meet any special conditions necessary to obtain this special use permit.

The proposed tower facility is designed in accordance with the Marion County LDC Sec 4.3.25. We are open to discussing any special requirements or conditions necessary to obtain this SUP.



127 W. Fairbanks Avenue
Box 469
Winter Park, FL 32789

Marion County Board of County Commissioners
Growth Services, Planning & Zoning
2710 E. Silver Springs Blvd
Ocala, FL 34470

Re: PL SUP-000700-2026 / Telecommunication Tower Findings of Facts

Dear Staff,

Applications for Telecommunication Towers shall provide a concept plan showing the functional operations of the site and a written description of the following findings, in addition to the Findings of Facts required for a regular special use permit:

- a. Setbacks from Parent Property Lines
The proposed tower setbacks are North 800', East 50', South 198', West 798', see sheet C-1 of site plan.
- b. Certified Fall Radius
The proposed tower certified fall radius is 50', see sheets C-1 and C-2 of site plan, also provided in copy of recorded tower lease.
- c. Locational Requirements Relative to Offsite Uses and Zoning
The proposed tower meets the criteria of Table 4.3-2, however a 340' wide retention pond between the tower site and the existing residential dwellings to the East is zoned R-1. The nearest residential dwelling is 395'-6" to the East.
- d. Provisions for Collocation
The proposed tower is designed for up to 4 antennas.
- e. Tower Clustering
Not Applicable
- f. Landscaping, Screening, and Buffers
The proposed tower shall be landscaped per LDC Sec 4.3.25.E.(4), see sheet L-1 of site plan.
- g. Lighting of Tower
The proposed tower will not require lighting, FAA Aeronautical Study No. 2026-ASO-8978-OE, see sheet C-3 of site plan.

ATTACHMENT A



127 W. Fairbanks Avenue
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Winter Park, FL 32789

- h. Color of Tower
The proposed tower shall maintain a galvanized steel or painted dull gray finish, see note on sheet C-3 of site plan.
- i. Building Design and Blending of Tower Facilities (to the natural setting and built environment)
No buildings or outdoor storage are proposed at the tower site.
- j. Antenna Compatibility
Not Applicable
- k. Signage
The only signs to be placed at the proposed tower site are the FCC registration number, owner contact info and/or other signs as required by the County, see sheet C-5 of site plan.
- l. Security Fencing
The proposed tower site will have a six-foot tall fence with 3 strands of barbed wire, see sheet C-5 of site plan.
- m. Inventory of Existing Sites
A map depicting the location of applicant's existing towers has been provided.
- n. Compliance with Current Standards and Regulations (of the FAA, the FCC, and any other Federal governmental agency with the authority to regulate towers and antennas)
The proposed tower will meet or exceed current standards and regulations of the FAA, FCC and any other agency of the federal government with the authority to regulate towers and antennas. FAA Aeronautical Study No. 2026-ASO-8978-OE.
- o. Building Codes and Standards
The proposed tower is designed in accordance with 8th Edition, 2023 Florida Building Code Wind Loads (ASCE 7-22) and ANSI/TIA/EIA applicable standards.
- p. Provision of Parking Spaces and Provisions for Removal of Refuse
The proposed tower facility is unmanned and does not require off-street parking. Service technicians may park temporarily next to the facility within the designated access easement. The proposed tower facility does not create waste or refuse that would require service and removal.

ATTACHMENT A



127 W. Fairbanks Avenue
Box 469
Winter Park, FL 32789

- q. Provision for Utilities
The proposed tower facility will only require electricity and fiber for the equipment.
- r. Provisions for General Compatibility (with adjacent properties and other properties in the surrounding area)
The proposed tower facility is located within a 28.56 acre parcel zoned B-2 (Community Business). The proposed use is compatible with current and proposed uses in the general area, consisting of commercial developments along the road ROWs and intersections with residential neighborhoods adjacent. Tower facilities are purposefully placed on commercial, industrial and agricultural properties to serve the residential communities in their surrounding areas, likewise, this proposed facility will serve the residential and commercial communities that surround it.

GULFSTREAM TOWERS, LLC

127 W. FAIRBANKS AVENUE, BOX #469
WINTER PARK, FL 32789

FL301 FREEDOM CROSSINGS

SW 95TH STREET
OCALA, FL 34476
MARION COUNTY
LATITUDE 29°04'56.47"N, LONGITUDE -82°12'55.38"W



AERIAL MAP



VICINITY MAP

FROM GULFSTREAM TOWERS OFFICE HEAD SOUTH TOWARD FL-426 W/W FAIRBANKS AVE. TURN RIGHT ONTO FL-426 W/W FAIRBANKS AVENUE. TURN LEFT TO MERGE ONTO I-4 W. TAKE EXIT 82 TOWARD OCOEE W. MERGE ONTO FL-408 W. USE THE RIGHT 2 LANES TO TAKE THE FLORIDA'S TURNPIKE EXIT TOWARD Ocala. MERGE ONTO FLORIDA'S TURNPIKE. MERGE ONTO HWY 175 N. TOWARD Ocala. MERGE ONTO FLORIDA'S TURNPIKE. MERGE ONTO HWY 484. USE THE LEFT LANE TO TAKE THE RAMP TO SW HWY 484. TURN LEFT ONTO SW HWY 484. TURN RIGHT ONTO MARION OAKS COURSE. CONTINUE ONTO MARION OAKS TRAIL. TURN RIGHT ONTO SW 49TH AVE RT. TURN LEFT ONTO SW 96TH PL. THE SITE WILL BE ON THE RIGHT.

DRIVING DIRECTIONS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE COUNTY OF MARION, FLORIDA. THESE CODES ARE TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. BUILDING CODE 2023 FLORIDA
2. 2020 NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS.
3. ANSI/TIA/EIA APPLICABLE STANDARDS
4. LIFE SAFETY CODE NFPA-101-2021 PROJECTION CODE
5. 8TH EDITION, 2023 FLORIDA FIRE
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
7. UNDERWRITERS LABORATORIES (U.L.)
8. LOCAL BUILDING CODE
9. CITY/COUNTY ORDINANCES
10. NFPA 55 (2020)

CODE COMPLIANCE

THIS PROJECT IS FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY. THE FACILITY WILL BE A MONOPOLE TOWER AND FUTURE WIRELESS BASE STATION EQUIPMENT IN ORDER TO PROVIDE RADIO COMMUNICATIONS AS WELL AS EMERGENCY 911 SERVICE. PROJECT SIZE IS 3,600 SF.

PROJECT DESCRIPTION

CIVIL DESIGNER:
DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
PETERSBURG, FLORIDA 33702
(888) 360-0724

ELECTRICAL ENGINEER:
WAYPOINT ENGINEERING AND EQUIPMENT, LLC
6871 W. INDIANTOWN ROAD, SUITE 50-416
WINTER PARK, FLORIDA 32789
PHONE: 861-282-1220

SURVEYOR:
GEOLINE SURVEYING, INC.
13430 NW 104TH TERRACE, SUITE A
DADE CITY, FLORIDA 34619
(386) 418-0500

PROJECT TEAM

8TH EDITION, 2023 FLORIDA BUILDING CODE
WIND SPEED = 140 MPH
ULTIMATE WIND SPEED = 108 MPH
NOMINAL WIND SPEED = 108 MPH
RISK CATEGORY II = C
WIND EXPOSURE = C

DESIGN

APPLICANT
GULFSTREAM TOWERS, LLC.
PROJECT MANAGER:
MICHAEL BURKHEAD
(407) 617-0187

PROPERTY INFORMATION
OWNER:
JOHN STRUDNIMANN
2041 NE 3RD ST, SUITE 201
OCALA, FL 34719

CONTACT:
MICHAEL E BURKHEAD
(407) 617-0187

REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

ZONING:
B2. COMMUNITY BUSINESS

LAND USE:
LTD. COM. MED LIMITED COMMERCIAL (MEDIUM DENSITY RESIDENTIAL)

FUTURE LAND USE:
COMMERCIAL

JURISDICTION:
MARION COUNTY
PCN: 36895-025-04


PROJECT INFORMATION
EQUIPMENT LOCATION: OUTDOOR INDOOR
ANTENNA LOCATION: GUY TOWER SUPPORT TOWER
 SKEW POLE ROOF TOP OTHER

PROJECT SUMMARY

SHEET	DESCRIPTION	REV.
C-S	COVER SHEET	0
M-1	GENERAL NOTES	0
A-1	LAND USE EXHIBIT	0
C-1	PARENT TRACT DETAIL	0
C-2	ENLARGED SITE PLAN	0
C-3	TOWER ELEVATION & LOCATION PLAN	0
C-4	EROSION CONTROL PLAN	0
C-5	FENCE AND GATE DETAILS	0
C-6	CONSTRUCTION DETAILS	0
E-1	ELECTRICAL NOTES	0
E-2	ELECTRICAL SITE & GROUNDING PLAN	0
E-3	ELECTRICAL SERVICE PLAN	0
E-4	ELECTRICAL DETAILS	0
L-1	LANDSCAPE PLAN	0

SHEET INDEX


ISSUED FOR: CONSTRUCTION DRAWINGS
DATE: FEBRUARY 2026



127 W FAIRBANKS AVENUE, SUITE 469
WINTER PARK, FL 32789

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268684

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SYED K. HANEFUDDIN ON THE DATE INDICATED HERE:
2/25/2026
PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THEY ARE SIGNED AND SEALED BY SYED K. HANEFUDDIN AND MUST BE VERIFIED ON ANY ELECTRONIC COPIES



PLANS PREPARED BY:

PROJECT DATA:
CURRENT ISSUE DATE: FEBRUARY 2026

PROJECT DATA:
Syed K HaneFUDDIN Digitally signed by Syed K HaneFUDDIN
Date: 2026.03.05
23:38:45 -0600

LICENSE:
SYED K. HANEFUDDIN, P.E. PE #: 83869



ISSUE FOR:
CONSTRUCTION DRAWINGS

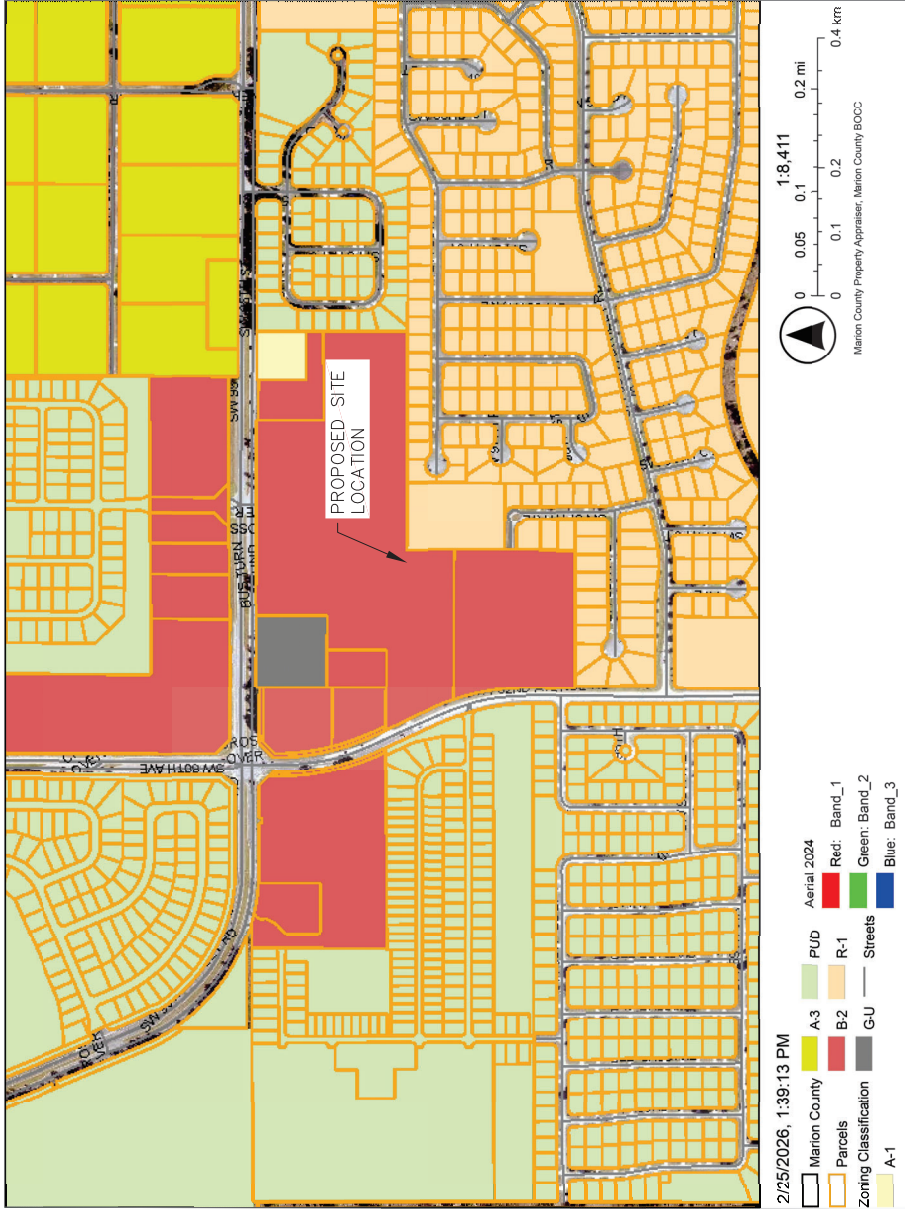
PROJECT INFORMATION:
FL301 FREEDOM CROSSINGS
SW 95TH ST
OCALA, FLORIDA 34476
MARION COUNTY

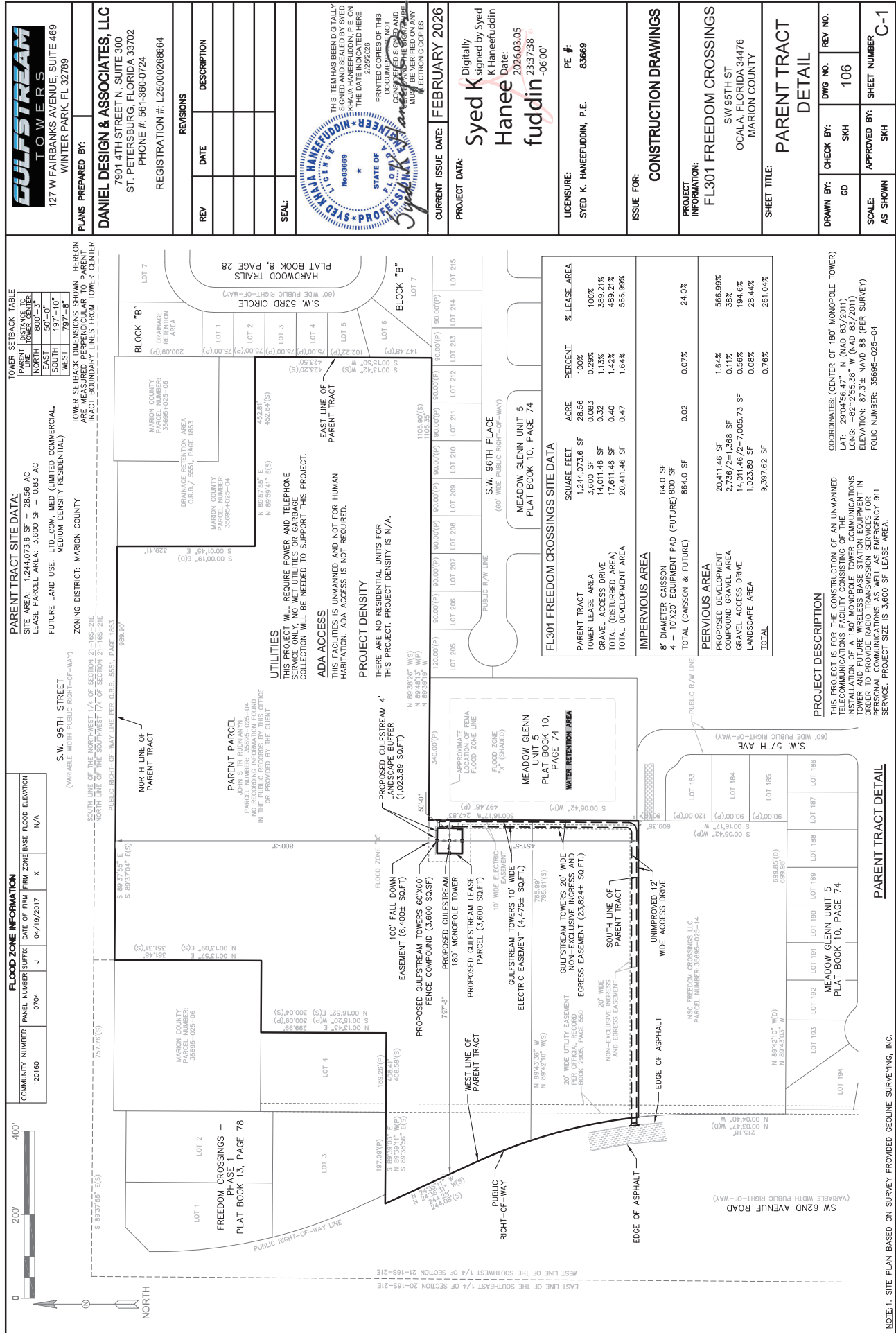
SHEET TITLE:
COVER SHEET

DRAWN BY: GD **CHECK BY:** SKH **DWG NO.:** 106 **REV. NO.:**

SCALE: AS SHOWN **APPROVED BY:** SKH **SHEET NUMBER:** C-S

 <p>127 W FAIRBANKS AVENUE, SUITE 469 WINTER PARK, FL 32789</p>													
<p>PLANS PREPARED BY:</p> <p>DANIEL DESIGN & ASSOCIATES, LLC 7901 4TH STREET N, SUITE 300 ST. PETERSBURG, FLORIDA 33702 PHONE #: 561-360-0724 REGISTRATION #: L25000268684</p>													
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION									
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<p>SEAL:</p>  <p>THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SYED K. HANEEFUDDIN ON FEBRUARY 2026. THE DATE INDICATED HERE: 2/25/2026 PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THE ORIGINAL AND ELECTRONIC COPIES MATCH. IT BE VERIFIED ON ANY ELECTRONIC COPIES</p>													
<p>CURRENT ISSUE DATE: FEBRUARY 2026</p> <p>PROJECT DATA:</p> <p>Syed K Haneefuddin Digitally signed by Syed K Haneefuddin Haneefuddin Date: 2026.03.05 fuddin 233.3805 -06'00"</p> <p>LICENSE NO.: SYED K. HANEEFUDDIN, P.E. 83869</p>													
<p>ISSUE FOR:</p> <p>CONSTRUCTION DRAWINGS</p>													
<p>PROJECT INFORMATION:</p> <p>FL301 FREEDOM CROSSINGS SW 95TH ST OCALA, FLORIDA 34476 MARION COUNTY</p>													
<p>SHEET TITLE:</p> <p>ZONING EXHIBIT</p>													
<p>DRAWN BY: GD</p>	<p>CHECK BY: SKH</p>	<p>DWG NO. 106</p>	<p>REV NO.</p>										
<p>SCALE: AS SHOWN</p>	<p>APPROVED BY: SKH</p>	<p>SHEET NUMBER: A-1</p>											





FL301 FREEDOM CROSSINGS

127 W FAIRBANKS AVENUE, SUITE 469
WINTER PARK, FL 32789

PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268664

TOWER SETBACK TABLE

PARENT DISTANCE TO	TO TOWER
NORTH	50'-0"
EAST	50'-0"
SOUTH	197'-10"
WEST	797'-8"

PARENT TRACT SITE DATA:
SITE AREA: 1,244,073.6 SF = 28.56 AC
LEASE PARCEL AREA: 3,600 SF = 0.83 AC

FUTURE LAND USE: LTD. COM. UED (LIMITED COMMERCIAL, MEDIUM DENSITY RESIDENTIAL)

ZONING DISTRICT: MARION COUNTY

TOWER SETBACK DIMENSIONS SHOWN ARE HERON TRACT BOUNDARY LINES FROM TOWER CENTER

UTILITIES
THIS PROJECT WILL REQUIRE POWER AND TELEPHONE LINES. THE LOCATION OF THESE UTILITIES WILL BE DETERMINED BY THE CLIENT. THE CLIENT WILL BE RESPONSIBLE FOR PROVIDING THE NECESSARY UTILITY INFORMATION TO SUPPORT THIS PROJECT.

ADA ACCESS
THESE FACILITIES ARE UNMANNED AND NOT FOR HUMAN HABITATION. ADA ACCESS IS NOT REQUIRED.

PROJECT DENSITY
THERE ARE NO RESIDENTIAL UNITS FOR THIS PROJECT. PROJECT DENSITY IS N/A.

FL301 FREEDOM CROSSINGS SITE DATA

PARENT TRACT	SQUARE FEET	ACRE	PERCENT	% LEASE AREA
TOWER LEASE AREA	1,244,073.6 SF	28.56	100%	100%
TOWER LEASE AREA	3,600 SF	0.083	0.29%	389.21%
GRAVEL ACCESS DRIVE	14,011.46 SF	0.32	1.13%	489.21%
TOTAL (DISTURBED AREA)	17,611.46 SF	0.40	1.42%	566.99%
TOTAL DEVELOPMENT AREA	20,411.46 SF	0.47	1.64%	566.99%

IMPERVIOUS AREA

8" DIAMETER CAISSON	64.0 SF	
4 - 10'X20' EQUIPMENT PAD (FUTURE) 800 SF	864.0 SF	
TOTAL (CAISSON & FUTURE)	928.0 SF	
20,411.46 SF	1.64%	
2,736.72 = 1,368 SF	0.11%	
14,011.46 = 7,005.73 SF	0.56%	
1,023.89 SF	0.08%	
LANDSCAPE AREA	28.44%	
TOTAL	9,397.62 SF	261.04%

PERVIOUS AREA

PROPOSED DEVELOPMENT	20,411.46 SF	1.64%
COMPOUND GRAVEL AREA	2,736.72 = 1,368 SF	0.11%
GRAVEL ACCESS DRIVE	14,011.46 = 7,005.73 SF	0.56%
LANDSCAPE AREA	1,023.89 SF	0.08%
TOTAL	9,397.62 SF	261.04%

PROJECT DESCRIPTION
THIS PROJECT IS FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE INSTALLATION OF A 180' MONOPOLE TOWER COMMUNICATIONS FACILITY. THE FACILITY WILL BE USED FOR THE PURPOSE OF PROVIDING RADIO TRANSMISSION SERVICES FOR PERSONAL COMMUNICATIONS AS WELL AS EMERGENCY 911 SERVICE. PROJECT SIZE IS 3,600 SF LEASE AREA.

COORDINATES (CENTER OF 180' MONOPOLE TOWER)
LAT: 29°04'56.47" N (NAD 83/2011)
LONG: -82°12'55.38" W (NAD 83/2011)
ELEVATION: 87.3 ± NAVD 88 (PER SURVEY)
FOLIO NUMBER: 35695-025-04

CONSTRUCTION DRAWINGS

FL301 FREEDOM CROSSINGS

SW 95TH ST
OCALA, FLORIDA 34476
MARION COUNTY

PARENT TRACT DETAIL

DRAWN BY: GD
CHECK BY: SKH
DWG NO: 106
REV NO: 106

APPROVED BY: SKH
SCALE: AS SHOWN
SHEET NUMBER: C-1

CURRENT ISSUE DATE: FEBRUARY 2026

PROJECT DATE: Digitally signed by Syed K Haneefuddin
Date: 2026.03.05 23:37:38 -0600

LICENSEE: SYED K. HANEFUDDIN, P.E. PE #: 63669

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SYED K HANEFUDDIN ON THE DATE INDICATED HERE: 2/25/2026

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STATE OF FLORIDA PROFESSIONAL ENGINEER No. 83869

NOTE: 1. SITE PLAN BASED ON SURVEY PROVIDED GEOLINE SURVEYING, INC.

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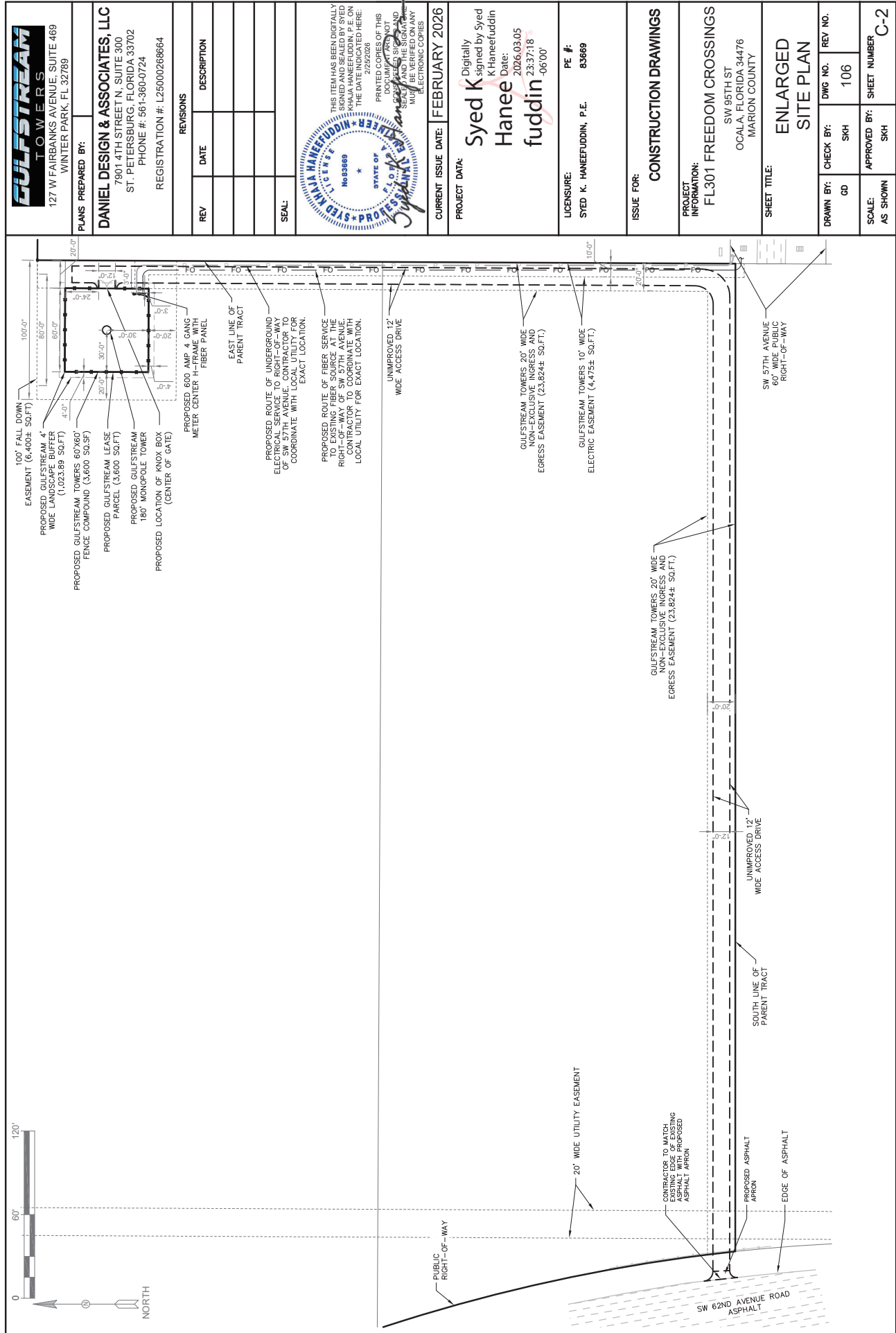
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NOTE: 1. SITE



GULFSTREAM TOWERS
 127 W FAIRBANKS AVENUE, SUITE 469
 WINTER PARK, FL 32789

PLANS PREPARED BY:
DANIEL DESIGN & ASSOCIATES, LLC
 7901 4TH STREET N, SUITE 300
 ST. PETERSBURG, FLORIDA 33702
 PHONE #: 561-360-0724
 REGISTRATION #: L25000268684

REV	DATE	DESCRIPTION

SEAL:

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SYED K HANEFUDDIN ON FEBRUARY 2026. THE DATE INDICATED HEREIN IS THE DATE OF SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID. ORIGINAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
 No. 83869
 Syed K. Haneefuddin

CURRENT ISSUE DATE: FEBRUARY 2026

PROJECT DATA:
 Digitally signed by Syed K Haneefuddin
 Date: 2026.03.05 23:37:18 -06'00'

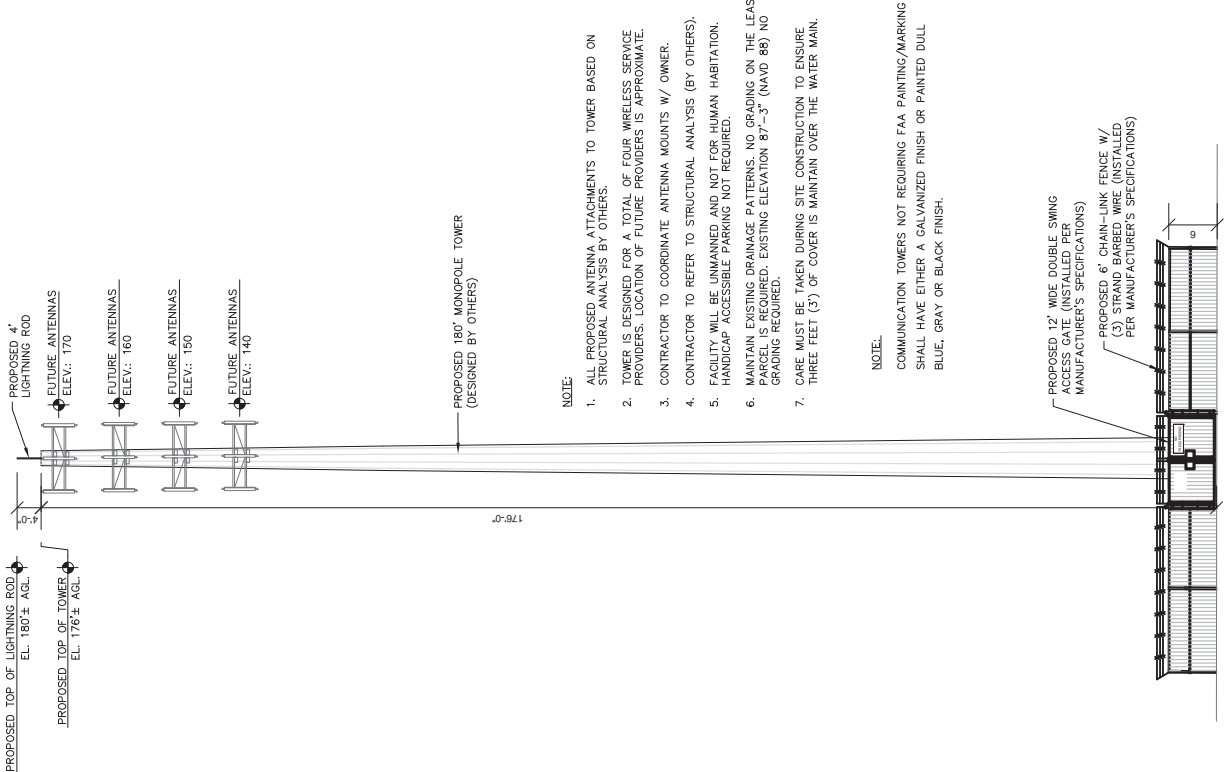
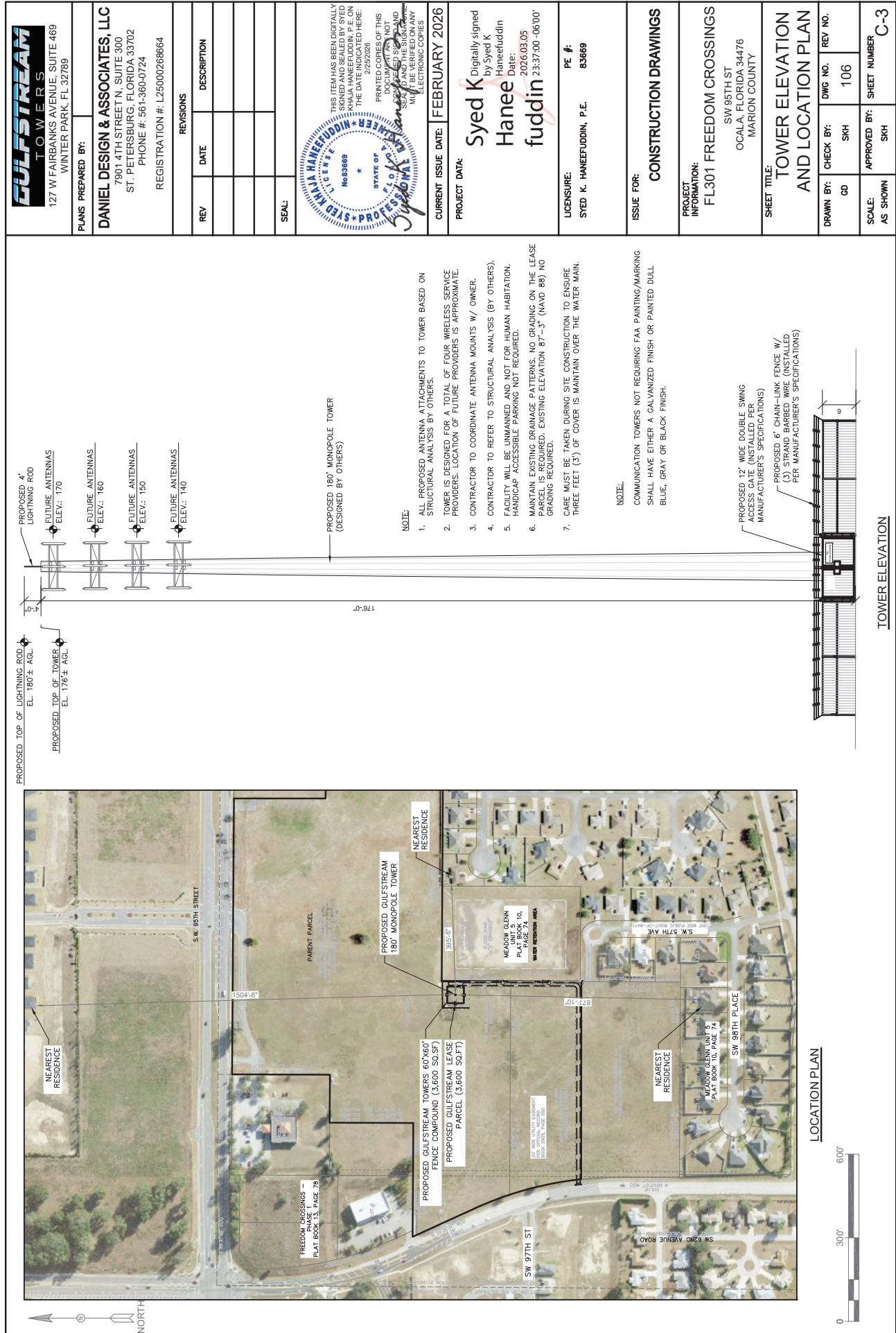
LICENSE: SYED K. HANEFUDDIN, P.E.
PE #: 83869

ISSUE FOR:
CONSTRUCTION DRAWINGS

PROJECT INFORMATION:
FL301 FREEDOM CROSSINGS
 SW 95TH ST
 OCALA, FLORIDA 34476
 MARION COUNTY

SHEET TITLE:
ENLARGED SITE PLAN

DRAWN BY: GD	CHECK BY: SKH	DWG NO.: 106	REV NO.:
SCALE: AS SHOWN	APPROVED BY: SKH	SHEET NUMBER: C-2	



- NOTE:**
1. ALL PROPOSED ANTENNA ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
 2. TOWER IS DESIGNED FOR A TOTAL OF FOUR WIRELESS SERVICE PROVIDERS. LOCATION OF FUTURE PROVIDERS IS APPROXIMATE.
 3. CONTRACTOR TO COORDINATE ANTENNA MOUNTS W/ OWNER.
 4. CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS (BY OTHERS).
 5. FACILITY WILL BE UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESSIBLE PARKING NOT REQUIRED.
 6. MAINTAIN EXISTING DRAINAGE PATTERNS. NO GRADING ON THE LEASE PARCEL IS REQUIRED. EXISTING ELEVATION 87'-3" (NAVD 88) NO GRADING REQUIRED.
 7. CARE MUST BE TAKEN DURING SITE CONSTRUCTION TO ENSURE THREE FEET (3') OF COVER IS MAINTAIN OVER THE WATER MAIN.

NOTE:
 COMMUNICATION TOWERS NOT REQUIRING FAA PAINTING/MARKING SHALL HAVE EITHER A GALVANIZED FINISH OR PAINTED DULL BLUE, GRAY OR BLACK FINISH.

PROPOSED 12' WIDE DOUBLE SWING ACCESS GATE (INSTALLED PER MANUFACTURER'S SPECIFICATIONS)
 PROPOSED 6" CHAIN-LINK FENCE W/ (3) STRAND BARBED WIRE (INSTALLED PER MANUFACTURER'S SPECIFICATIONS)

TOWER ELEVATION

LOCATION PLAN

<p>127 W FAIRBANKS AVENUE, SUITE 469 WINTER PARK, FL 32789</p>													
<p>PLANS PREPARED BY: DANIEL DESIGN & ASSOCIATES, LLC 7901 4TH STREET N, SUITE 300 ST. PETERSBURG, FLORIDA 33702 PHONE #: 561-360-0724 REGISTRATION #: L25000268684</p>													
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION									
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<p>LICENSE: SYED K. HANEFUDDIN, P.E. PE #: 83869</p>													
<p>ISSUE FOR: CONSTRUCTION DRAWINGS</p>													
<p>PROJECT INFORMATION: FL301 FREEDOM CROSSINGS SW 95TH ST OCALA, FLORIDA 34476 MARION COUNTY</p>													
<p>SHEET TITLE: TOWER ELEVATION AND LOCATION PLAN</p>													
<p>DRAWN BY: GD</p>	<p>CHECK BY: SKH</p>												
<p>SCALE: AS SHOWN</p>	<p>APPROVED BY: SKH</p>												
<p>DWG NO.: 106</p>	<p>REV NO.: C-3</p>												



PLANS PREPARED BY:
WINTER PARK, FL 32789

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N., SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268684

REVISIONS

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CURRENT ISSUE DATE: FEBRUARY 2026

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Date: 2026.03.05 23:36:08 -0600


LICENSEURE: SYED K. HANEFUDDIN, P.E.
PE #: 83869

ISSUE FOR: CONSTRUCTION DRAWINGS


PROJECT INFORMATION:
FL301 FREEDOM CROSSINGS
SW 95TH ST
OCALA, FLORIDA 34476
MARION COUNTY

SHEET TITLE: FENCE AND GATE DETAILS

DRAWN BY: GD	CHECK BY: SKH	DWG NO.: 106	REV NO.:
SCALE: AS SHOWN	APPROVED BY: SKH	SHEET NUMBER: C-5	



18"x24" ALUMINUM SIGN WITH 1/4" DRILLED HOLES IN EACH CORNER THICKNESS: 0.05" HUNG ON COMPOUND GATE

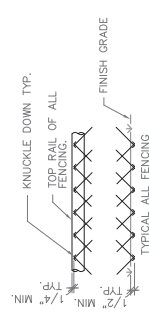


12"x18" ALUMINUM SIGN WITH 1/4" DRILLED HOLES IN EACH CORNER THICKNESS: 0.05" HUNG ON COMPOUND GATE

FENCING NOTES:

- ALL CHAIN LINK FENCE WALLS TO BE STRUNG THROUGH STRETCHER BARS AND ATTACHED TO END POST WITH CLIP.
- "NO TRESPASSING" SIGNS MUST BE ATTACHED TO FENCE. SIGN NOT TO EXCEED 5' IN AREA.
- ALL GALVANIZED STEEL PIPE TO BE A.S.A. SCH. 40.
- GATE SHALL HAVE HEAVY DUTY HINGES AND LOCKING DEVICE.
- SPLICES SHOULD ONLY OCCUR AT CROSSRAILS.
- CAP TOPS OF UPRIGHTS SHALL EITHER HAVE A CONTINUOUS WELD OR HAVE "SET SCREWS" SO THEY CAN NOT BE REMOVED.
- USE ONLY A HEAVY DUTY LATCH ON GATE.
- CONCRETE FIB FOOTINGS TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH AT TIME OF INSTALLATION.
- ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

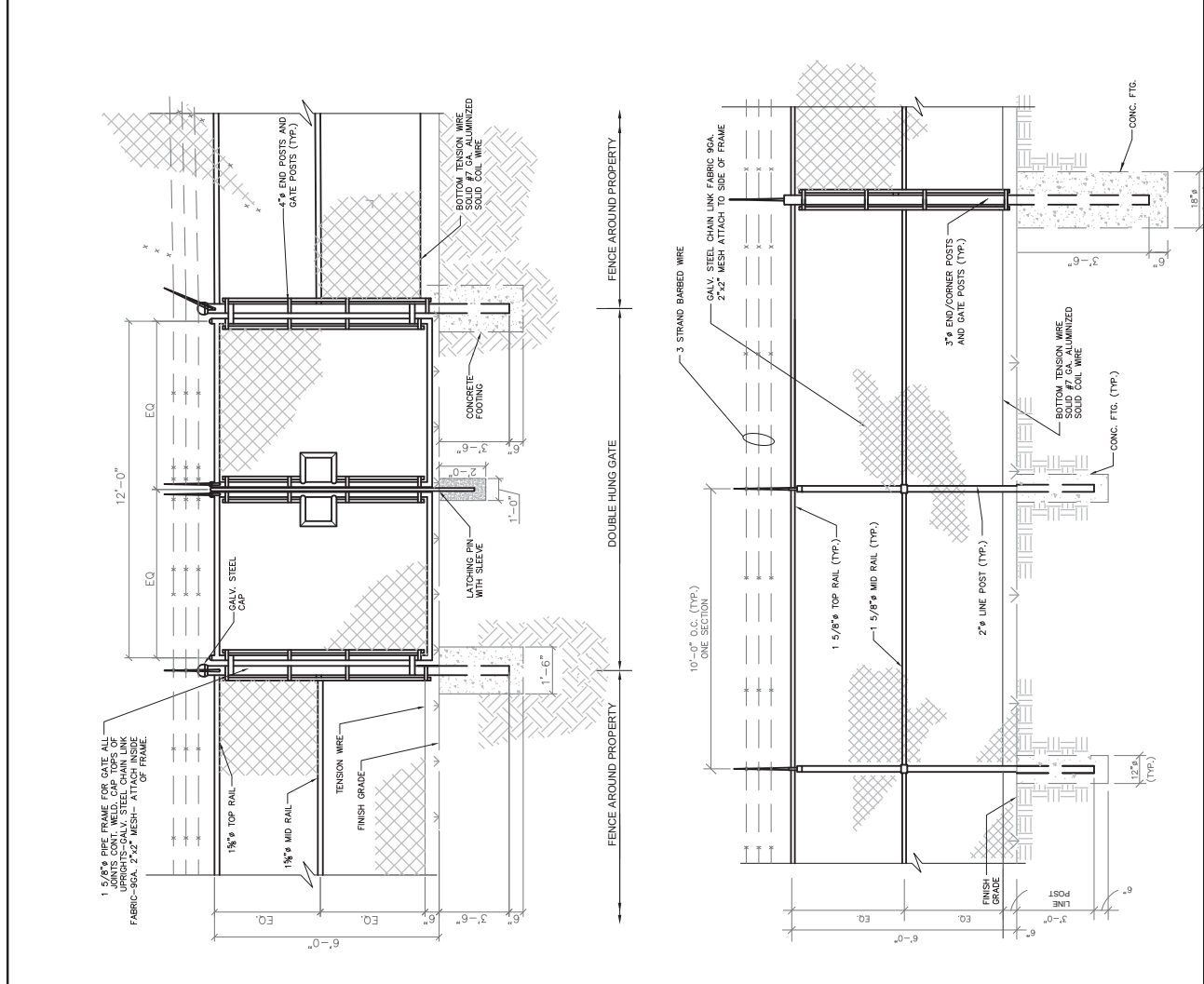
KNUCKLED DOWN DETAIL
N.T.S.



NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

GRAVEL/WEED CLOTH DETAIL
N.T.S.

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.





PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
 7901 4TH STREET N, SUITE 300
 ST. PETERSBURG, FLORIDA 33702
 PHONE #: 561-360-0724
 REGISTRATION #: L25000268664

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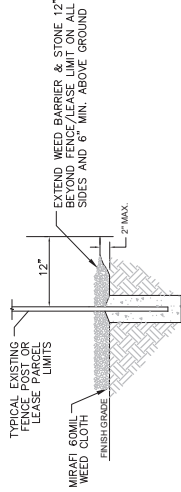
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CONSTRUCTION DRAWINGS

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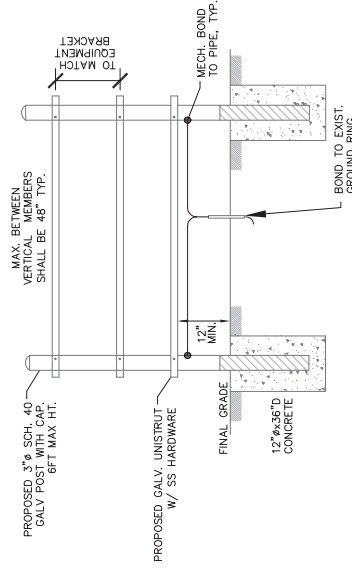
SHEET TITLE:
CONSTRUCTION DETAILS

DRAWN BY: GD	CHECK BY: SKH	DWG NO: 106	REV NO:
SCALE: AS SHOWN	APPROVED BY: SKH	SHEET NUMBER: C-6	

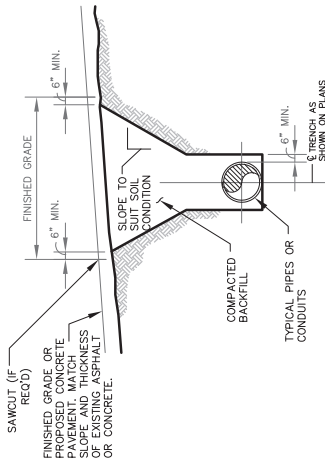


GRAVEL/WEED CLOTH DETAIL N.T.S.

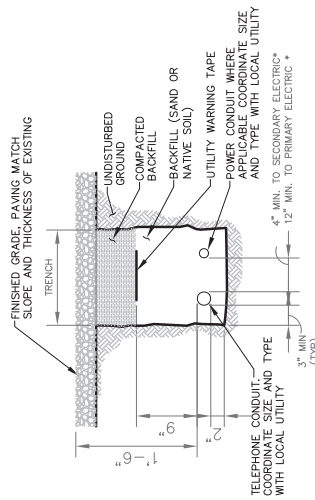
NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



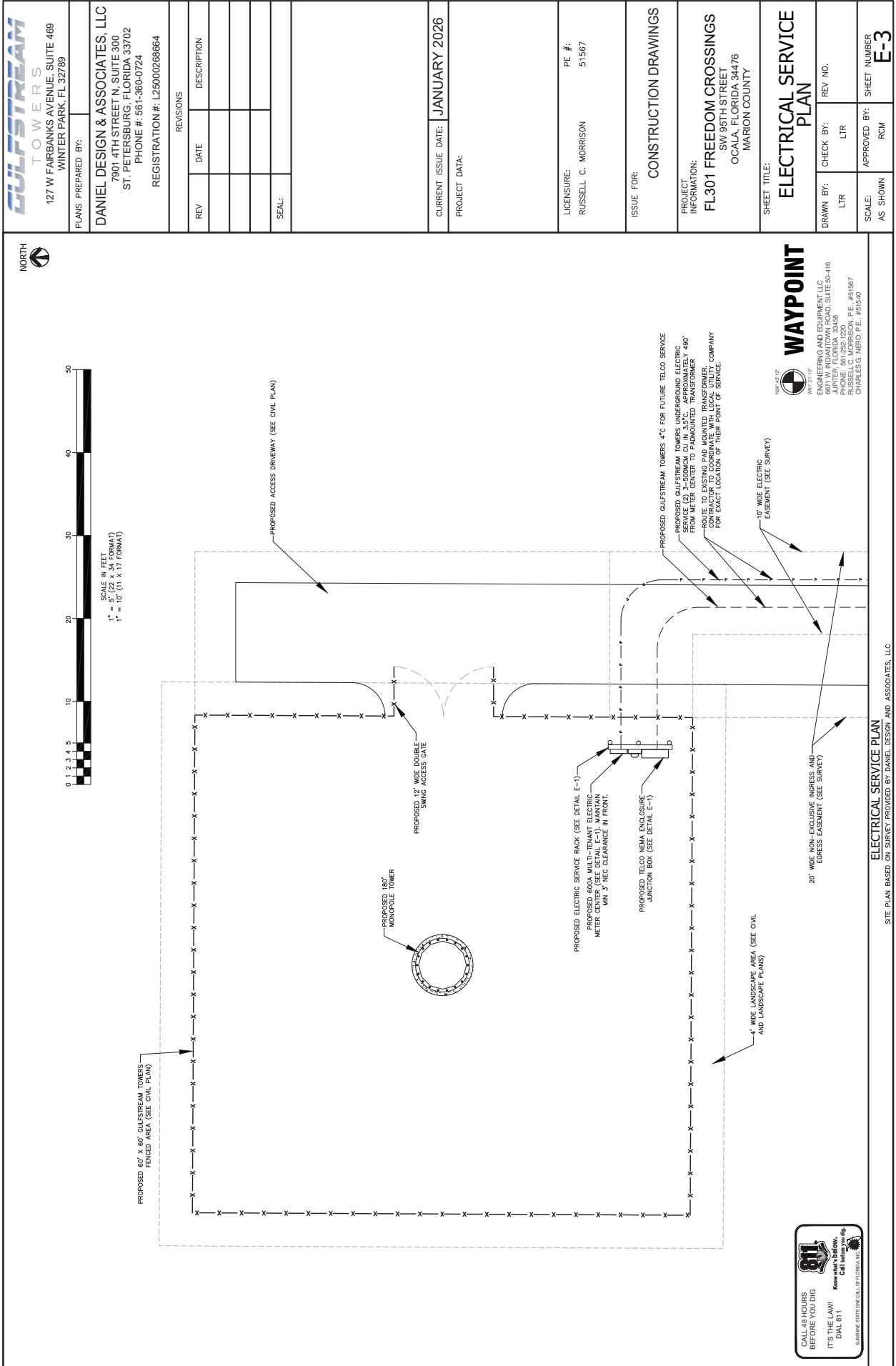
H-FRAME DETAIL N.T.S.



TYPICAL TRENCH DETAIL N.T.S.



JOINT SERVICE TRENCH BURIED CONDUIT/ELECTRICAL/TELEPHONE N.T.S.



GULFSTREAM TOWERS
 127 W FAIRBANKS AVENUE, SUITE 469
 WINTER PARK, FL 32789

PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
 7001 4TH STREET N, SUITE 300
 ST. PETERSBURG, FLORIDA 33702
 PHONE #: 561-360-0724
 REGISTRATION #: L25000268664

REVISIONS	
REV	DATE DESCRIPTION

SEAL:

CURRENT ISSUE DATE: **JANUARY 2026**

PROJECT DATA:

LICENSEURE: RUSSELL C. MORRISON
 PE #:
 51567

ISSUE FOR:
CONSTRUCTION DRAWINGS

PROJECT INFORMATION:
FL301 FREEDOM CROSSINGS
 SW 95TH STREET
 OCALA, FLORIDA 34476
 MARION COUNTY

SHEET TITLE:
ELECTRICAL SERVICE PLAN

DRAWN BY: LTR	CHECK BY: LTR	REV. NO.
SCALE: AS SHOWN	APPROVED BY: RCM	SHEET NUMBER E-3




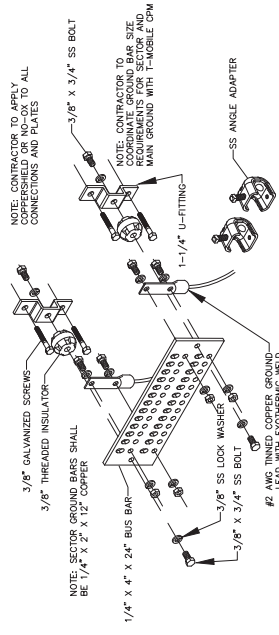
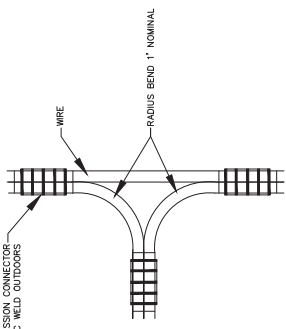

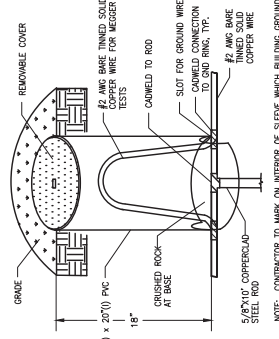
SCALE IN FEET
 1" = 5' (22" x 34" FORMAT)
 1" = 10' (11" x 17" FORMAT)

WAYPOINT
 100 W 17th St
 ENGINEERING AND EQUIPMENT LLC
 6071 W INDIANTOWN ROAD, SUITE 50-416
 WINTER HAVEN, FLORIDA 33885
 PHONE: 561-292-1200
 RUSSELL C. MORRISON, P.E. #91567
 CHARLES G. NERCO, P.E. #91640

ELECTRICAL SERVICE PLAN

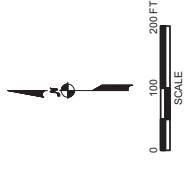
SITE PLAN BASED ON SURVEY PROVIDED BY DANIEL DESIGN AND ASSOCIATES, LLC

CALL 48 HOURS BEFORE YOU DIG
 IT'S THE LAW!
 DIAL 811
 SURVIVE STATEWIDE CALL CENTER, LLC

 <p>127 W FAIRBANKS AVENUE, SUITE 469 WINTER PARK, FL 32789</p>	<p>PLANS PREPARED BY:</p> <p>DANIEL DESIGN & ASSOCIATES, LLC 7004 4TH STREET N, SUITE 300 ST. PETERSBURG, FLORIDA 33702 PHONE #: 561-360-0724 REGISTRATION #: L25900268664</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>SEAL:</p>	REV	DATE	DESCRIPTION										<p>REVISIONS</p>	<p>CURRENT ISSUE DATE: JANUARY 2026</p>	<p>PROJECT DATA:</p> <p>LICENSURE: RUSSELL C. MORRISON PE #: 51567</p>	<p>ISSUE FOR: CONSTRUCTION DRAWINGS</p>	<p>PROJECT INFORMATION: FL301 FREEDOM CROSSINGS SW 95TH STREET OCALA, FLORIDA 34476 MARION COUNTY</p>	<p>SHEET TITLE: ELECTRICAL DETAILS</p>	<table border="1"> <tr> <td>DRAWN BY: LTR</td> <td>CHECK BY: LTR</td> <td>REV. NO.</td> </tr> <tr> <td>SCALE: AS SHOWN</td> <td>APPROVED BY: RCM</td> <td>SHEET NUMBER E-4</td> </tr> </table>	DRAWN BY: LTR	CHECK BY: LTR	REV. NO.	SCALE: AS SHOWN	APPROVED BY: RCM	SHEET NUMBER E-4
REV	DATE	DESCRIPTION																									
DRAWN BY: LTR	CHECK BY: LTR	REV. NO.																									
SCALE: AS SHOWN	APPROVED BY: RCM	SHEET NUMBER E-4																									
 <p>NOTE: CONTRACTOR TO APPLY CORPRESSED OR NO-OX TO ALL CONNECTORS AND PLATES</p> <p>NOTE: CONTRACTOR TO ADVISE REQUIREMENTS FOR SECTOR AND MAIN GROUND WITH T-MOBILE CPM</p> <p>NOTE: SECTOR GROUND BARS SHALL BE 1/4" X 2" X 1/2" COPPER</p> <p>NOTE: CONTRACTOR TO APPLY CORPRESSED OR NO-OX TO ALL CONNECTORS AND PLATES</p> <p>3/8" GALVANIZED SCREWS</p> <p>3/8" THREADED INSULATOR</p> <p>1/4" X 4" X 24" BUS BAR</p> <p>3/8" SS LOCK WASHER</p> <p>3/8" X 3/4" SS BOLT</p> <p>1-1/4" U-FITTING</p> <p>3/8" X 3/4" SS BOLT</p> <p>#2 AWG TINNED COPPER GROUND LEAD WITH EXOTHERMIC WELD</p> <p>SS ANGLE ADAPTER</p>	<p>2</p> <p>GROUND BAR DETAIL</p>	 <p>INDOORS/EXOTHERMIC WELD OUTDOORS</p> <p>WIRE</p> <p>RADIUS BEND 1" NOMINAL</p> <p>COMPRESSION CONNECTOR</p>	<p>4</p> <p>NON-DIRECTIONAL SPLICE</p> <div data-bbox="1250 462 1396 682">  <p>WAYPOINT ENGINEERING AND EQUIPMENT, LLC 6971 W. INDIANTOWN ROAD, SUITE 50-416 JUPITER, FLORIDA 33458 TEL: 561-755-2222 FLORIDA CA # 26773 RUSSELL C. MORRISON, P.E. #51567 CHARLES G. NEHO, P.E. #51540</p> </div>																								
 <p>REMOVABLE COVER</p> <p>CRUSHED ROCK</p> <p>6" (4" x 20") PVC</p> <p>18"</p> <p>5.0% MAX COPPER/CLAD STEEL ROD</p> <p>NOTE: CONTRACTOR TO MARK ON INTERIOR OF SLEEVE WHICH BUILDING GROUND ON TELEPHONE GROUND IS TIED INTO</p> <p>FINISH GRADE, PAVING, MATCH SLOPE AND THICKNESS OF EXISTING</p> <p>TRENCH</p> <p>24"</p> <p>UNDISTURBED GROUND</p> <p>COMPACTED BACKFILL (95% OF THE MAX DRY DENSITY AS DETERMINED BY ASTM D 1557)</p> <p>PROPOSED CONDUIT, TELCO OR ELECTRIC CONDUIT (SEPARATE FROM BUILDING GROUND BETWEEN TELCO AND ELECTRIC CONDUITS)</p>	<p>1</p> <p>GROUND ROD AND INSPECTION SLEEVE</p>	<p>3</p> <p>CONDUIT TRENCH DETAIL</p>	<p>3</p> <p>CONDUIT TRENCH DETAIL</p>																								

BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA
GULFSTREAM TOWERS



SURVEYOR'S NOTES

- BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 00°16'17" WEST ALONG THE WEST LINE OF THE WATER MAIN RIGHT-OF-WAY UNIT AS SHOWN ON PLAT BOOK 28, RECORD 18 IN PLAT BOOK 10, PAGE 74, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
- UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
- THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON THE FOLLOWING FIELD MEASUREMENTS AND OBSERVATIONS DATED MAY 15, 2023:
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A BOUNDARY AND ASSIGNED INTERESTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCELS.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED ON THE NORTH AMERICAN DATUM, 1983 ADJUSTMENT NETWORK DATA OBSERVATIONS INCORPORATING AN EPOCH (M.A.S.) RECEIVER IN CONJUNCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA FERNANDINA REFERENCE NETWORK (FFRN).
- ELEVATIONS REPORTED HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
- THIS SURVEY IS PERFORMED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED AN INDEPENDENT SEARCH OF THE PUBLIC RECORDS FOR EXISTING ENCUMBRANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.

FLOOD NOTE

FOR AN INTERPRETATION OF COMMUNITY PANEL NUMBER 120160 074 E OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD HAZARD MAP, SEE THE SUBJECT PROPERTY'S FLOOD HAZARD ZONE DATED 04/19/2024. THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", I.E. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GEOLINE SURVEYING, INC. LB#7082

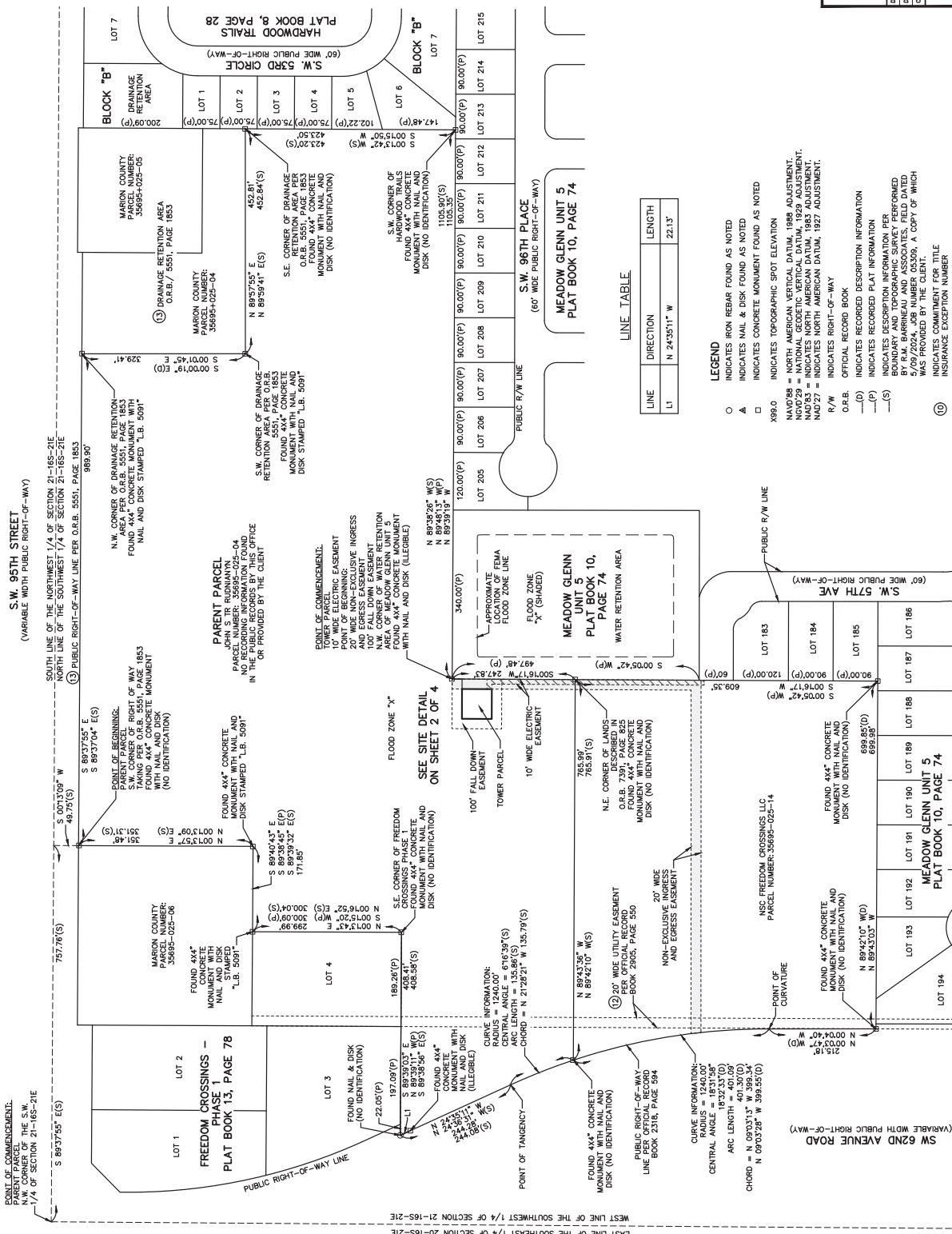


GEOLINE SURVEYING, INC.
Professional Land Surveyors
13450 NW 104th Terrace, Suite A
Alicia, Florida 32615-9462-9986
(352) 242-2222
geoline@geolineinc.com

DESIGNED BY	J. MASSEY	SCALE	AS SHOWN
DRAWN BY	J. MASSEY	DATE	05/15/2025
CHECKED BY	DAVE SHORT	PROJECT #	200-1321

FREEDOM CROSSINGS, SITE NO. FL301
MARION COUNTY, FLORIDA

DRAWING# 200-1321 GULFSTREAM TOWERS SHEET # 1 OF 4



BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA
GULFSTREAM TOWERS

LEGEND

- INDICATES CONCRETE MONUMENT FOUND AS NOTED
- ▣ INDICATES ASPHALT
- ▤ INDICATES FIRE HYDRANT
- (D)— INDICATES 4" TALL BARBED WIRE FENCE
- (S)— INDICATES RECORDED DESCRIPTION INFORMATION
- (D)— INDICATES DESCRIPTION INFORMATION PER BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY GELINE SURVEYING, INC. ON 5/09/2024, JOB NUMBER 05309. A COPY OF WHICH WAS PROVIDED BY THE CLIENT.
- (S)— INDICATES TOPOGRAPHIC SPOT ELEVATION
- X99.0 NAVD83 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
- NAV29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
- NAVD29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
- NAVD83 = INDICATES NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
- IND27 = INDICATES NORTH AMERICAN DATUM, 1927 ADJUSTMENT.
- ⊕ INDICATES SITE BENCHMARK
- Ⓢ INDICATES COMMITMENT FOR TITLE INSURANCE EXCEPTION NUMBER



CURVE INFORMATION:
RADIUS = 1240.00'
CENTRAL ANGLE = 61°33'57"(S)
ARC LENGTH = 132.861(S)
CHORD = N 21.262' E 135.79(S)

FOUND 4" X 4" CONCRETE MONUMENT WITH REBAR (NO IDENTIFICATION)

LINE TABLE

LINE	DIRECTION	LENGTH
L4	N 89°43'43" W	10.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C1	1240.00'	00°55'49"	20.13'	N 08°36'56" W 20.13'

MATCH LINE (SEE SHEET 2 OF 4)

SITE BENCHMARK
TOP OF CONCRETE
REBAR (NO IDENTIFICATION)
ELEVATION = 83.7 NAVD88

PARENT PARCEL
JOHN S. JR. RUDINAWY
PARCEL NUMBER: 36695-025-04
NO RECORDING INFORMATION FOUND
IN THE PUBLIC RECORDS BY THIS OFFICE
OR PROVIDED BY THE CLIENT

N 89°43'35" W
N 89°42'10" W(S)

FOUND 4" X 4" CONCRETE MONUMENT WITH REBAR (NO IDENTIFICATION)

N 00°16'17" E
481.28'

N 00°16'17" E
427.48'

N 00°16'17" W 501.18'
(25' WIDE NON-EXCLUSIVE
EASEMENT)
S 00°16'17" W 437.48'
(10' WIDE ELECTRIC EASEMENT)

SITE BENCHMARK
TOP OF 4" X 4" IRON
REBAR (NO IDENTIFICATION)
ELEVATION = 83.5 NAVD88

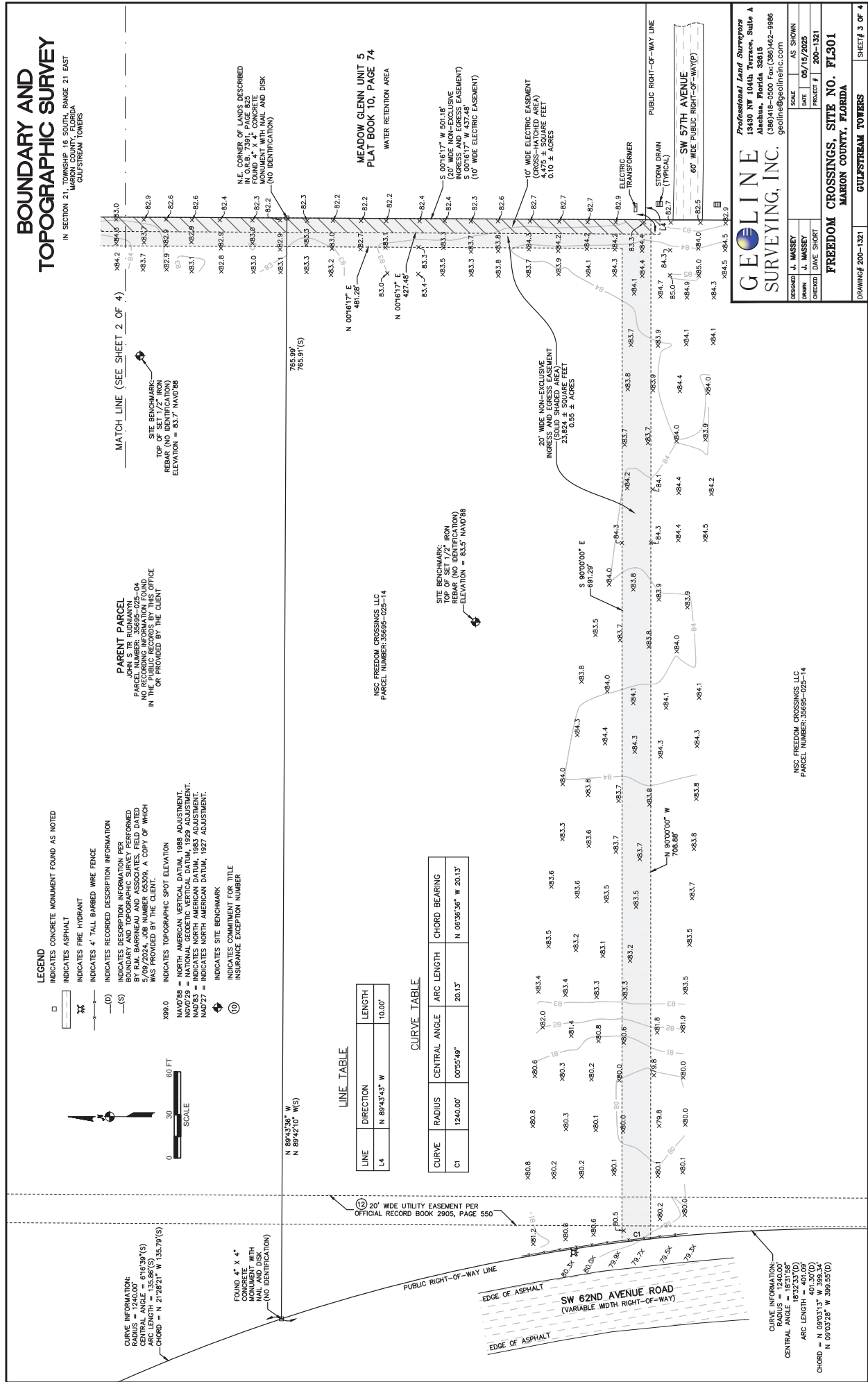
CURVE INFORMATION:
RADIUS = 1240.00'
CENTRAL ANGLE = 18°31'58"
ARC LENGTH = 192.33'(D)
CHORD = N 09°03'13" W 399.54'
CHORD = N 09°03'28" W 399.55'(D)

GELINE SURVEYING, INC.
Professional Land Surveyors
13490 NW 104th Terrace, Suite A
Alachua, Florida 32010
(352) 329-1462-9986
gelineinc@gmail.com

DESIGNED BY	J. MASSEY	SCALE	AS SHOWN
DRAWN BY	J. MASSEY	DATE	05/15/2025
CHECKED BY	DAVE SHORT	PROJECT #	200-1321

FREEDOM CROSSINGS, SITE NO. FL301
MARION COUNTY, FLORIDA

DRAWING # 200-1321 SHEET 3 OF 4



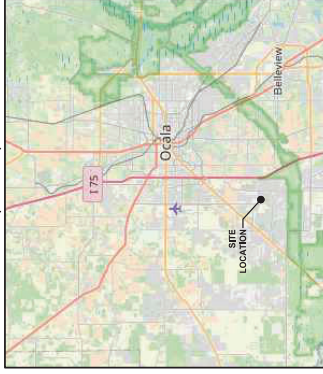
BOUNDARY AND TOPOGRAPHIC SURVEY

IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA GULFSTREAM TOWERS

SITE LOCATION MAP (NOT TO SCALE)



SITE COUNTY MAP (NOT TO SCALE)



COMMITMENT FOR TITLE INSURANCE REVIEW NOTE

I HAVE REVIEWED THE COMMITMENT FOR TITLE INSURANCE, UNDERWRITTEN BY... THE EXCEPTIONS LISTED IN SCHEDULE B-SECTION 2 OF SAID COMMITMENT...

- 1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER... 2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED... 3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION... 4. MECHANICS' LIENS... 5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT... 6. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS... 7. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMMIT ELECTRIC COOPERATIVE... 8. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMMIT ELECTRIC COOPERATIVE... 9. RIGHT-OF-WAY EASEMENT IN FAVOR OF MARION COUNTY... 10. DRAINAGE EASEMENT IN FAVOR OF MARION COUNTY... 11. GRANT OF EASEMENT IN FAVOR OF SPRINT FLORIDA, INC... 12. UTILITY EASEMENT AGREEMENT IN FAVOR OF MARION COUNTY... 13. SUBJECT TO THE RIGHT OF WAY TAKING IN FAVOR OF MARION COUNTY... 14. INGRESS-EGRESS EASEMENT IN FAVOR OF MARION COUNTY... 15. EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS BY AND BETWEEN... 16. PUBLIC INGRESS AND EGRESS EASEMENT IN FAVOR OF MARION COUNTY...

TOWER PARCEL (OFFICIAL RECORD BOOK 8570, PAGE 531)

A PORTION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8570, PAGE 531, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE N.W. CORNER OF WATER RETENTION AREA OF SAID MEADOW GLENN UNIT 5; THENCE ALONG THE WEST BOUNDARY OF SAID WATER RETENTION AREA...

PROPERTY DESCRIPTIONS (AS PROVIDED BY THE CLIENT)

A PORTION OF THE S.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8570, PAGE 531, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21...

Professional Land Surveyors GELINE SURVEYING, INC. 13450 NW 104th Terrace, Suite A Ocala, Florida 32665-9886 (352) 349-1100 geline@gepline.com

Table with columns: Name, Title, Date, Project #. Includes J. Massey, J. Massey, and Dave Short.

DRAWING# 200-1321 SHEET# 4 OF 4

FREEDOM CROSSINGS, SITE NO. FL301 MARION COUNTY, FLORIDA GULFSTREAM TOWERS

Marion County Board of County Commissioners



Growth Services ♦ Planning & Zoning

2710 E. Silver Springs Blvd.
 Ocala, FL 34470
 Phone: 352-438-2600
 Fax: 352-438-2601

Article 4, Sec. 4.3.25. - Telecommunications towers and antennas.

E. Development standards. The following development standards shall govern the application, consideration and issuance of administrative and SUPs. The applicant shall comply with the following conditions, unless the applicant can demonstrate that the goals of this section are better served by the waiver of these requirements.

(1) **Setbacks and Locational Requirements.** The following requirements shall apply to all towers including towers allowed as a permitted use under Section 4.3.25.C; provided, however, that the Board may reduce the requirements if the goals of this section would be better served thereby.

(a) **Setbacks from Parent Property Lines.** Tower setbacks shall be measured from the base of the tower to the property lines of the parent parcel. The tower owner shall provide a lease or deed or recorded fall zone easement covering the certified fall radius, and all towers shall be located on a parcel in such a manner that in the event of collapse, the tower structure and its supporting devices shall be contained within the confines of the property lines of the parent parcel. The fall radius of the tower shall be determined and certified by a Florida Licensed Engineer. Structural Support devices such as peripheral anchors, guy wires or other supporting devices shall be located no closer than 25 feet from any property line of the parent parcel.

CONDITION MET. The proposed 180' monopole is setback the recorded fall zone distance (100') from the property lines.

(b) **Locational Requirements Relative to Off-Site Uses and Zoning.** Towers shall meet the locational requirements set forth in the table below from adjacent and surrounding properties of the parent tract.

CONDITION MET. The proposed 180' monopole meets the criteria of Table 4.3-2, however a retention pond between the tower site and the existing residential dwellings to the East is zoned R-1. We would respectfully ask for a variance from this requirement. The nearest residential dwelling is 395'-6" to the East.

(c) If the owner of the property where the tower is to be located owns residential units thereon or on surrounding properties (or if such properties are owned by his or her parents or children and they have consented in writing), those units shall not be taken into consideration when calculating the setback and locational requirements in this section.

NOT APPLICABLE

Table 4.3-2 Tower Locational Requirements

Separation From	Distance
Any adjacent or surrounding residential dwelling	150% of tower height
Any adjacent or surrounding residentially zoned land	100% of tower height
Any off-site agriculturally zoned land	100% of tower height
Public road rights-of-way	100% of tower height
Designated scenic roadways	100% of tower height

- (2) Collocation. All new towers shall be designed and constructed to allow collocation of a minimum of two antennas for monopoles and four antennas for other towers. The tower owner/operator shall submit executed collocation agreements or binding letters of intent for each collocation as support for granting the permit to locate the tower, if any. Collocation agreements or binding letters of intent shall be in a form acceptable to the Planning/Zoning Manager that shall provide that each of the additional users will be utilizing the tower upon its completion.

CONDITION MET. The proposed 180' monopole is designed for up to 4 antennas.

- (3) Tower Clustering. Application for tower clustering shall be filed with the Growth Services Department and shall include a site plan showing the location and fall zone radius of each tower. The Growth Services Department shall prepare and forward a recommendation and supporting documents to the Board. The Board may approve or deny such site for tower clustering by adoption of a resolution, provided however, if one or more of the towers require a SUP, the resolution of approval shall be subject to issuance of the necessary SUP. Unless otherwise approved by the Board, towers shall be separated from each other a minimum distance equal to the certified fall radius.

NOT APPLICABLE

(4) Landscaping and buffers. Landscaping of tower electrical control equipment facilities shall apply to those sites which are adjacent to or within 330 feet (straight line distance) of a residence or development. A planting area a minimum of four feet wide, around the outside perimeter of the fence around the tower compound shall be established. The area shall be planted with a hedge of native or ornamental evergreen shrubs at least 30 inches in height at planting and capable of growing to at least 40 inches in height within the first growing season. Plants shall be mulched using two inches of material. A drip or low volume/pressure irrigation system or other alternative means of insuring hearty growth of vegetation shall be utilized. These plant materials shall be designed and placed to effectively screen the view of the tower compound from adjacent property. Ornamental trees may be included in the design to achieve this goal. Landscape buffering on the parent parcel shall be installed along the portion of the parent parcel boundaries between the tower and off-site residentially zoned property as necessary to buffer residential property when vegetative buffers are non-existent or provide insufficient screening. Plant materials shall be designed and placed to screen the view of the tower compound. Ornamental trees may be included in the design to achieve this goal. Existing mature tree growth and natural landforms on the property shall be protected and preserved to the maximum extent possible. New trees shall be a minimum of two inches DBH and shall be container grown. Shrubs shall be a minimum of 18-24 inches in height. Plants shall be mulched using two inches of material. All plant material shall be maintained in perpetuity following final inspection and approval. Replacements shall be made annually and coordinated with the Planning/Zoning Manager or his designee. The Board may require a greater buffer where appropriate or waive or modify any or all of these requirements if the goals of this section would be better served thereby.

CONDITION MET. The proposed 4' wide buffer and landscape materials/plants meet the criteria set forth above.

- (5) Lighting. Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA) or other applicable authority. If lighting is required, the County shall review the available lighting alternatives and approve the design that will cause the least disturbance to the surrounding views, including but not limited to installation of bottom shielding on all lights.

CONDITION MET. The FAA will not require lighting, Aeronautical Study No. 2026-ASO-8978-OE.

- (6) Color. Towers shall either maintain a galvanized steel finish, or concrete, or be painted a color so as to reduce visual obtrusiveness, subject to any applicable standards of the FAA, except for camouflage towers. The wiring conduit and coaxial cable shall be designed or painted to reduce visual obtrusiveness.

CONDITION MET. The proposed 180' monopole shall maintain a galvanized steel finish and conduit and coaxial cables are designed to run internal.

- (7) Buildings. At the tower site, the design of the building and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and built environment. Outdoor storage is not permitted at a tower site.

CONDITION MET. No buildings or outdoor storage are proposed at the tower site.

- (8) Antenna. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

NOT APPLICABLE

- (9) Signage. No signage shall be allowed on any tower, except as required for public safety purposes, or by the Federal Communication Commission (FCC).

CONDITION MET. The only proposed signs to be placed near the compound access gate are the FCC registration number, owner contact info and/or other signs as required by the County.

- (10) Security fencing. Towers shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an appropriate anti-climbing device; provided, however, that the Board may waive such requirements, as it deems appropriate.

CONDITION MET. A six-foot tall fence with 3 strands of barbed wire is proposed.

- (11) Inventory of existing sites. In order to encourage collocation of facilities, the Growth Services Department shall maintain a current map of all existing towers and all antenna support structures on which an antenna has been located. To prepare and maintain such a map, at the time of its first application after the effective date of this ordinance, each applicant for an antenna and or new tower shall provide to the Growth Services Department an update of the inventory of the communications company's existing towers and antennas and approved towers that are either within Marion County or within one-quarter mile of the border thereof including municipal boundaries, including specific information about the location (including longitude, latitude, and State Plane Coordinates), height, and design of each tower. The Growth Services Department may share such information with other applicants applying for administrative approvals or SUPs under this ordinance or other organizations seeking to locate towers or antennas within the jurisdiction of the Board, provided, however, that the Growth Services Department is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

CONDITION MET. A map depicting the location of applicant's existing towers is provided.

- (12) Federal requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If, upon inspection, the Board concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said 30 days, the Board may remove such tower at the expense of the owner and/or landowner.

CONDITION MET. FAA Aeronautical Study No. 2026-ASO-8978-OE completed. The proposed 180' monopole will meet or exceed current standards and regulations of the FCC and any other agency of the federal government with the authority to regulate towers and antennas.

- (13) Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower constructed after April 28, 1998 shall ensure that it is constructed and maintained in compliance with EIA/TIA 222-E Standard, as published by the Electronic Industries Association, which may be amended from time to time, and all standards contained in the County building code and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the Board concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such

standards. If the owner fails to bring such tower into compliance within said 30 days, the Board may remove such tower at the expense of the owner and/or landowner.

CONDITION MET. The 180' monopole is designed in accordance with 8th Edition, 2023 Florida Building Code Wind Loads (ASCE 7-22) and ANSI/TIA/EIA applicable standards.

- (14) Public notice. For purposes of this section, any SUP for a tower shall require public notice to all abutting property owners and all owners of property that are located within 500 feet of the perimeter of the parent parcel upon which the proposed communication tower is located, including municipalities within one mile of the proposed site and notice to owners of private and public airports within a two-mile radius of the proposed site. Failure of a municipality to respond within 30 days after notification shall be interpreted as no objection.

CONDITION MET. Public Notice shall be provided as required herein.

- F. Permit application. An applicant requesting a new tower permit, a permit to modify an existing tower, or a permit for a new antenna on an antenna support structure or a tower shall include the following:

- (1) Information Required. Each applicant requesting a SUP shall submit a complete application as set forth herein, including a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing the location (including longitude, latitude and State Plane Coordinates) and dimensions of all improvements, including information concerning topography, radio frequency coverage, geographical area required to meet applicant's engineering requirements (applicant's search ring), tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information deemed by the Board to be necessary to assess compliance with this section. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer. For new towers only, a site plan (20 copies) drawn to scale. The Planning/Zoning Manager shall provide a checklist of items required for the site plan. The site plan shall also include the criteria pursuant to this section;

CONDITION MET. A complete application, plans, calculations and reports required herein have been provided.

- (2) The height of the proposed or modified tower or antenna support structure (including the antenna);

CONDITION MET. The height of the proposed 180' monopole is depicted on the submitted plans.

- (3) For new towers only, the location of the proposed new tower, antenna support structure or modified tower, placed upon an aerial photograph possessing a scale of not more than one inch equals 660 feet (1" = 660'), indicating all adjacent land uses within a radius of 3,000 feet from all property lines of the proposed tower location site. For a permit to modify an existing tower, written documentation that the modified tower can accommodate collocation and will not exceed 40 feet over the tower's existing height. For a new antenna on an antenna support structure or tower, a description of the antenna and antenna support structure with technical reasons concerning its design.

CONDITION MET. Aerial photograph possessing a scale of not more than 1" = 660', indicating all adjacent land uses within a radius of 3,000 feet from all property lines of the proposed tower location site is provided on sheet A-1 of the site plan.

- (4) For new towers only, the names, addresses and telephone numbers of all owners of the proposed tower and the location of other towers or usable antenna support structures within a one-half mile radius of the proposed new tower site, and within the geographic area required to meet applicant's engineering requirements (applicant's search ring), including property zoned GU and property that is owned by a government entity within one mile radius of the proposed site, which meets the requirements of Section 4.3.25.C.

CONDITION MET. The names, addresses and telephone numbers of all owners of the proposed tower are provided. There are no other towers or usable antenna support structures within a one-mile radius of the proposed new tower site. The Freedom Public Library (zoned GU) was contacted about the proposed 180' monopole, correspondence between the parties is submitted.

- (5) For new towers only, written approval or a statement of no objection from the FCC, FAA and other state and federal government agencies that regulate towers. In addition, all applications for new towers within a two-mile

radius of a public or private airport shall demonstrate that the tower location will not interfere with or obstruct the flight path of the airport.

FAA Aeronautical Study No. 2026-ASO-8978-OE completed. The proposed 180' monopole will be registered with the FCC at start of construction. There are no public or private airports within 2 miles of the proposed tower.

- (6) For new towers only, written documentation demonstrating that the applicant made diligent efforts for permission to collocate on towers, or usable antenna support structures or locate on County owned property located within the applicant's search ring and within a one-mile radius of the proposed site, which meets the requirements of Section 4.3.25.C.

CONDITION MET. There are no other towers or usable antenna support structures or County owned property within a one-mile radius of the proposed new tower site.

- (7) A description of the tower, or antenna and antenna support structure with technical reasons concerning its design.

CONDITION MET. Tower & foundation design drawings to be submitted at permit application.

- (8) For new and replacement towers only, written documentation from a qualified radio frequency engineer that the construction and placement of the tower will not interfere with public safety communication and the usual and customary transmission or reception of radio, television, or other communication service.

CONDITION MET. Non-interference documentation from a qualified radio frequency engineer provided.

- (9) Written, technical evidence from an engineer(s) that the proposed antenna tower or structure meets the structural requirements standards as defined in this section. The applicant is required to submit the necessary building plans to the building department.

CONDITION MET. 8th Edition, 2023 Florida Building Code Wind Loads (ASCE 7-22) and ANSI/TIA/EIA applicable standards to be submitted at permit application.

- (10) For new towers only, if volatile, flammable, explosive or hazardous material (such as LP gas, propane, gasoline, natural gas, corrosive or other dangerous chemicals) except standard battery backup systems typically used in the telecommunication industry, are present on the site or in proximity thereto, written technical evidence from a qualified engineer(s) acceptable to the fire marshal and the building official that such material is properly stored consistent with applicable Codes and does not pose an unreasonable risk of explosion, fire or other danger to life or property.

CONDITION MET. Applicant is not proposing any volatile, flammable, explosive or hazardous material at the tower site. Each tenant will provide their own material details and permits.

- (11) For new towers only, 20 copies of the final written report of all experts which the applicant will rely upon to support its application. The applicant may supplement such reports during the public hearing process to address additional issues raised at the public hearings.

CONDITION MET. All required reports of relevant experts will be provided as requested by the County.

- (12) Payment of all permit fees, as well as other fees and charges assessed by the County (e.g. fees for building permits, site plan review, etc.). The applicant shall pay any reasonable additional costs incurred by the County in processing the application including, without limitation, compensation for engineers (including radio frequency engineers) or other technical consultants retained by the County.

CONDITION MET. Applicant agrees to pay any reasonable additional costs incurred by the County in processing the application including, without limitation, compensation for engineers (including radio frequency engineers) or other technical consultants retained by the County.



Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2026 Property Record Card

35695-025-04

Prime Key: 1873185

[MAP IT+](#)

Current as of 4/29/2026

[Property Information](#)

RUDNIANYN JOHN S TR
2441 NE 3RD ST STE 201
OCALA FL 34470-8289

[Taxes / Assessments:](#)

Map ID: 149

[Millage:](#) 9002 - UNINCORPORATED

[M.S.T.U.](#)

[PC:](#) 63

Acres: 28.56

[2025 Certified Value](#)

Land Just Value	\$2,412,972		
Buildings	\$0		
Miscellaneous	\$0		
Total Just Value	\$2,412,972	Impact	(\$2,398,203)
Total Assessed Value	\$14,769	Land Class Value	\$27,257
Exemptions	\$0	Total Class Value	\$27,257
Total Taxable	\$14,769	Ex Codes: 08	
School Taxable	\$27,257		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2025	\$2,412,972	\$0	\$0	\$2,412,972	\$14,769	\$0	\$14,769
2024	\$2,412,972	\$0	\$0	\$2,412,972	\$13,868	\$0	\$13,868
2023	\$2,412,972	\$0	\$0	\$2,412,972	\$13,186	\$0	\$13,186

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6817/1860	08/2018	09 EASEMNT	0	U	V	\$100
5552/0411	08/2011	09 EASEMNT	0	U	V	\$100
5551/1853	07/2011	43 R-O-W	0	U	V	\$100
4502/0776	07/2006	07 WARRANTY	7 PORTIONUND INT	U	V	\$5,000
LESE/05YR	04/1996	LS LEASE	0	U	V	\$8,750
1523/1090	08/1988	07 WARRANTY	9 UNVERIFIED	U	V	\$410,000
1523/1093	07/1988	05 QUIT CLAIM	0	U	V	\$100
1244/0246	09/1984	07 WARRANTY	0	U	V	\$10,000

[Property Description](#)

SEC 21 TWP 16 RGE 21
E 2283 FT OF S 1/2 EX E 40 FT & EX W 726 FT OF N 625 FT
& W 1806 FT OF N 800 FT OF E 4889 FT OF S 1/2 EX N 25 FT
& W 1432 FT OF S 1856 FT OF E 4889 FT OF S 1/2 & W 1173.50

FT OF S 1856 FT OF E 3456 FT OF S 1/2 LYING PARALLEL TO
ELY BDY LINE OF SAID SEC 21 EXC ANY PART LYING IN THE
N 800 FT OF THE S 1/2 EXC THE FOLLOWING DESCRIBED WRA:
WRA #404 BEING MORE FULLY DESCRIBED AS FOLLOWS:
COM AT THE NW COR OF SW 1/4 TH S 89-37-34 E ALONG THE N
LINE OF SAID SW 1/4 1951.99 FT TH S 00-27-26 W 40 FT TO
THE POB TH S 89-37-34 E ALONG A LINE 40 FT S OF AND
PARALLEL TO THE N LINE OF SAID SW 1/4 250 FT TH
S 00-22-26 W 250 FT TH N 89-37-34 W PARALLEL TO THE
N LINE OF SAID SW 1/4 250 FT TH N 00-22-26 E 250 FT
TO THE POB & EXC ROW BEING MORE FULLY DESCRIBED AS:
COM AT THE NE COR OF SE 1/4 TH S 00-16-23 W ALONG THE
E LINE OF SEC 25 FT TH N 89-37-34 W 40 FT TO THE POB
TH S 00-16-23 W 454.85 FT TO A POINT ON A NON-TANGENT
CURVE CONCAVE TO THE SW HAVING A RADIUS OF 890 FT A
CHORD BEARING N 45-54-15 W AND CHORD DISTANCE OF
658.09 FT TH NWLY ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 43-23-46 AN ARC LENFTH OF 674.09 FT
TH S 89-37-34 E 474.80 FT TO THE POB & EXC
THE W 361.50 FT OF THE N 401.50 FT OF THE E 4889 FT OF THE
S 1/2 OF SEC 21 EXC THE N 40 FT FOR ROW OF SW 95TH ST & EXC
COM AT THE SE COR OF SEC 21 TH S 89-49-16 W 40 FT TH
N 00-05-42 E 40 FT TO THE POB TH S 89-49-16 W 1744.27 FT TH
N 00-10-44 W 180 FT TH N 89-49-16 E 55 FT TH N 00-10-44 W
785.30 FT TH N 89-49-16 E 114.64 FT TO THE PT OF CURVATURE
OF A CURVE CONCAVE NLY HAVING A CENTRAL ANGLE OF 20-14-02 A
RADIUS OF 460 FT THE ELY ALONG ARC 162.45 FT CHORD BEARING &
DISTANCE OF N 79-42-15 E 161.61 FT TO A PT OF REVERSE
CURVATURE WITH A CURVE CONCAVE SLY HAVING A CENTRAL ANGLE OF
20-30-28 A RADIUS OF 540 FT TH ALONG THE ARC 193.28 FT A
CHORD BEARING & DISTANCE OF N 79-50-28 E 192.25 FT TH
S 89-54-18 E 1206.09 FT TO THE PT OF CURVATURE OF A CURVE
CONCAVE NWLY HAVING A CENTRAL ANGLE OF 90-00-00 A RADIUS OF
25 FT TH ALONG THE ARC 39.27 FT A CHORD BEARING & DISTANCE
OF N 45-05-42 E 35.36 FT TH S 00-05-42 W 1046.13 FT TO POB &
EXC COM AT THE SE COR OF SEC 21 TH S 89-49-16 W 40 FT TH
N 00-05-42 W 1086.14 FT TO THE POB PT BEING ON A NON-TANGENT
CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 90-00-54 A
RADIUS OF 25 FT TH ALONG THE ARC OF CURVE SWLY 39.28 FT A
CHORD BEARING & DISTANCE OF S 45-05-42 W 35.36 FT TH
N 89-54-18 W 1011.83 FT TH N 00-05-42 E 1539.43 FT TH
S 89-48-13 E 228.26 FT TO THE PT OF CURVATURE OF A CURVE
CONCAVE SWLY HAVING A CENTRAL ANGLE OF 89-53-55 A RADIUS OF
810 FT TH ALONG THE ARC OF CURVE SELY 1270.91 FT A CHORD
BEARING & DISTANCE OF S 44-51-16 E 1144.50 FT TH
S 00-05-42 W 704.03 FT TO THE POB &
EXC ANY PT OF THE ABOVE DESC LANDS LYING S OF THE N ROW LINE
OF BELMONT BLVD (SW 100TH ST) (LANDS SOUTH OF 100TH ST ARE
ASSESSED IN PARCEL 35695-011-02, BUT WHERE NOT EXCEPTED OUT
OF THE LEGAL DESC ON DEED IN OR BK 1439-1096) EXC COM SE
COR TH S 89-49-16 W 40 FT TH N 00-05-42 E 1086.13 FT TO A
NON-TANGENT CURVE CONCAVE NWLY HAVING CENT ANG OF 90-00-00
RAD 25 FT TH ALG ARC OF SD CURVE SWLY S 45-05-42 W 35.36 FT
TO POT TH N 89-54-18 W 1011.83 FT TO POB TH N 89-54-18 W
102.81 FT TH N 00-10-44 W 657.08 FT TH N 89-49-16 E
13.34 FT TH N 00-10-44 W 300 FT TH N 89-49-6 E 6.66 FT TH
N 00-10-44 W 582.44 FT TH S 89-48-13 E 90.17 FT TH S 00-05-
42 W 1539.43 FT TO POB EX COM SE COR TH S 89-49-16 W 40 FT N
00-05-42 E 1086.13 FT TO A NON-TANGENT CURVE CONCAVE NWLY
HAVING CENT ANG 90-00-00 RAD 25 FT TH ALG ARC OF SD CURVE
SWLY S 45-05-42 W 35.36 FT TO POT TH N 89-54-18 W 1114.64



FT TO POB TH 89-54-18 W 91.45 FT TO PT OF CURVATURE CONCAVE
 SLY HAVING A CENT ANG OF 20-30-28 RAD OF 540 FT TH CONT ALG
 ROW & ALG ARC OF SD CURVE SWLY S 79-50-28 W 192.25 FT TH S
 79-42-15 W 161.61 FT TH S 89-49-16 W 689.64 FT TH S 83-12-
 29 E 193.48 FT TH S 76-35-42 W 375.74 FT TH N 00-05-42 E
 329.26 FT TH S 89-54-18 E 120 FT TH N 00-05-42 E 510 FT TH
 S 89-54-18 E 120 FT TH N 00-05-42 E 120.65 FT TH S 89-48-13
 E 366 FT TH N 00-05-42 E 175 FT TH S 89-48-13 E 726 FT TH N
 00-05-42 E 585 FT TH S 89-48-13 E 390 FT TH S 00-10-44 E
 582.44 FT TH S 89-49-16 W 6.66 FT TH S 00-10-44 E 300 FT TH
 S 89-49-16 W 13.34 FT TH S 00-10-44 E 657.08 FT TO POB &
 EXC COM AT THE INTERSECTION OF THE S BNDY LINE OF SEC 21 AND
 THE E ROW LINE OF SW 62ND AVE RD TH N 00-05-42 E 475 FT TO
 THE POB PT BEING THE POC OF A CURVE CONCAVE SELY HAVING A
 CENTRAL ANGLE OF 90-00-00 A RADIUS OF 25 FT TH ELY ALONG
 ARC OF CURVE 39.27 FT A CHORD BEARING & DISTANCE OF
 N 45-05-42 E 35.36 FT TH S 89-54-18 E 585.05 FT TO THE POC
 OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 13-30-00 A
 RADIUS OF 760 FT TH ALONG ARC OF CURVE NELY 179.07 FT A
 CHORD BEARING & DISTANCE OF N 83-20-42 E 178.66 FT TH
 N 76-35-42 E 1641.94 FT TO THE POC OF A CURVE CONCAVE SLY
 HAVING A CENTRAL ANGLE OF 13-13-34 A RADIUS OF 760 FT TH
 ALONG THE ARC OF CURVE NELY 175.44 FT A CHORD BEARING &
 DISTANCE OF N 83-12-29 E 175.05 FT TH N 89-49-16 E 597.71
 FT TH N 00-10-44 W 80 FT TH S 89-48-16 W 597.71 FT TO THE
 POC OF A CURVE CONCAVE SLY HAVING A CENTRAL ANGLE OF
 13-13-34 A RADIUS OF 840 FT TH ALONG THE ARC OF CURVE WLY
 193.91 FT A CHORD BEARING & DISTANCE OF S 83-12-29 W 193.48
 FT TH S 76-35-42 W 375.74 FT TH S 76-35-42 W 1266.19 FT TO
 THE POC OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF
 12-39-41 A RADIUS OF 680 FT TH ALONG THE ARC OF CURVE SWLY
 150.27 FT A CHORD BEARING 7 DISTANCE OF S 82-55-33 W 149.96
 FT TH N 83-35-16 W 181.10 FT TH N 89-54-18 W 415 FT TO THE
 POC OF A CURVE CONCAVE NELY HAVING A CENTRAL ANGLE OF
 90-00-00 A RADIUS OF 25 FT TH ALONG THE ARC OF CURVE NWLY
 39.27 FT A CHORD BEARING & DISTANCE OF N 44-54-18 W 35.36
 FT TH S 00-05-42 W 150 FT TO THE POB &
 EXC PHASE III BEING MORE PARTICULARY DESC AS:
 COM AT THE SE COR OF SEC 21 TH S 89-49-16 W 40 FT TH
 N 00-05-42 E 40 FT TH S 89-49-16 W 1744.27 FT TO THE POB TH
 CONT S 89-49-16 W 318.53 FT TO THE POC OF A CURVE CONCAVE
 NLY HAVING A CENTRAL ANGLE OF 21-35-51 A RADIUS OF 2360 FT
 TH ALONG THE ARC OF CURVE NWLY 889.60 FT A CHORD BEARING &
 DISTANCE OF N 79-22-48 W 884.34 FT TO THE PT OF REVERSE
 CURVATURE WITH A CURVE CONCAVE SLY HAVING A CENTRAL ANGLE
 OF 55-44-58 A RADIUS OF 915 FT TH ALONG THE ARC OF CURVE
 SWLY 890.31 FT A CHORD BEARING & DISTANCE OF S 83-32-38 W
 855.60 FT TH S 55-40-09 W 186.82 FT TH N 89-51-58 W 912.66
 FT TH N 00-05-42 E 475 FT TO THE POC OF A CURVE CONCAVE
 SELY HAVING A CENTRAL ANGLE OF 90-00-00 A RADIUS OF 25 TH
 ALONG ARC OF CURVE NELY 39.27 FT A CHORD BEARING & DISTANCE
 OF N 45-05-42 E 35.36 FT TH S 89-54-18 E 585.05 FT TO THE
 POC OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF
 13-30-00 A RADIUS OF 760 FT TH ALONG ARC OF CURVE NELY
 179.07 FT A CHORD BEARING & DISTANCE OF N 83-20-42 E 178.66
 FT TH N 76-35-42 E 1641.94 FT TO THE POC OF A CURVE CONCAVE
 SLY HAVING A CENTRAL ANGLE OF 13-13-34 A RADIUS 760 TH
 ALONG THE ARC OF CURVE NELY 175.44 FT A CHORD BEARING &
 DISTANCE OF N 83-12-29 E 175.05 FT TH N 89-49-16 E 597.71
 FT TH S 00-10-44 E 705.30 FT TH S 89-49-16 W 55 FT TH
 S 00-10-44 E 180 FT TO THE POB &



EXC PHASE V BEING MORE PARTICULARLY DESC AS:
 COM AT THE SE COR OF SEC 21 TH S 89-49-16 W 40 FT TH
 N 00-05-42 E 40 FT TH S 89-49-16 W 2062.80 FT TO THE POC OF
 A CURVE CONCAVE NLY HAVING A CENTRAL ANGLE OF 21-35-51 A
 RADIUS OF 2360 FT TH ALONG THE ARC OF CURVE NWLY 889.60 FT
 A CHORD BEARING & DISTANCE OF N 79-22-48 W 884.34 FT TO THE
 PT OF REVERSE CURVATURE WITH A CURVE CONCAVE SLY HAVING A
 CENTRAL ANGLE OF 55-44-58 A RADIUS OF 915 FT TH ALONG THE
 ARC OF CURVE SWLY 890.31 FT A CHORD BEARING & DISTANCE OF
 S 83-32-38 W 855.60 FT TH S 55-40-09 W 186.82 FT TH
 N 89-51-58 W 912.66 FT TH N 00-05-42 E 1000 FT TO THE POB
 TH S 89-51-58 E 700 FT TH N 00-05-42 E 360 FT TH
 S 89-54-18 E 340 FT TH N 00-05-42 E 496.88 FT TH
 S 89-48-13 E 1200 FT TH S 00-05-42 W 120.65 FT TH
 N 89-54-18 W 120 FT TH S 00-05-42 W 510 FT TH
 N 89-54-18 W 120 FT TH S 00-05-42 W 329.26 FT TH
 S 76-35-42 W 1266.19 FT TO THE POC OF A CURVE CONCAVE NWLY
 HAVING A CENTRAL ANGLE OF 12-39-41 A RADIUS OF 680 FT TH
 ALONG THE ARC OF CURVE SWLY 150.27 FT A CHORD BEARING &
 DISTANCE OF S 82-55-33 W 149.96 FT TH N 83-35-16 W 181.10
 FFT TH N 89-54-18 W 415 FT TO THE POC OF A CURVE CONCAVE
 NELY HAVING A CENTRAL ANGLE OF 90-00-00 A RADIUS OF 25 FT
 TH ALONG THE ARC OF CURVE NWLY 39.27 FT A CHORD BEARING &
 DISTANCE OF N 44-54-18 W 35.36 FT TH N 00-05-42 E 375 FT
 TO THE POB &
 TOGETHER WITH THE FOLLOWING DESC PROPERTY: COM AT THE NW
 COR OF THE SW 1/4 OF SEC 21 TH ALONG THE N BOUNDARY OF SAID
 SW 1/4 S 89-48-38 E 757.68 FT TH S 00-02-27 W 401.08 FT TH
 N 89-49-50 W 174.18 FT TH S 00-05-22 W 300 FT TH N 89-49-50
 W 187.25 FT TO THE POB TH S 00-05-22 W 741.7 FT TO THE ELY
 ROW LINE OF SW 62ND AVENUE RD AN 80 FT WIDE ROW AS NOW
 EXISTING MAY 15,2006, ALSO BEING THE CUSP OF A NON TANGENT
 CURVE CONCAVE SWLY HAVING A CENTRAL ANGLE OF 24-49-28 A
 RADIUS OF 1240 FT & A CHORD OF 533.06 FT BEARING N 12-19-23
 W TH ALONG SAID ELY ROW LINE & ALONG THE ARC OF SAID CURVE
 537.25 FT TO THE POT TH CONT ALONG SAID ELY ROW LINE N 24-
 44-07 W 243.95 FT TH S-89-49-50 E 217 FT TO THE POB &
 EXCEPT THE FOLLOWING DESC PROPERTY: COM AT THE NW
 COR OF THE SW 1/4 OF SEC 21 TH ALONG THE N BOUNDARY OF SAID
 SW 1/4 S 89-48-38 E 757.68 FT TH S 00-02-27 W 401.08 FT TH
 N 89-49-50 W 174.18 FT TO THE POB TH S 00-05-22 W 300 FT TH
 N 89-49-50 W 187.25 FT TH N 00-05-22 E 300 FT TH S 89-49-50
 E 187.25 FT TO THE POB &
 TOGETHER WITH & SUBJECT TO A 40 FT JOINT COMMON ACCESS AREA
 BEING A PORTION OF SEC 21 & LYING 20 FT ON EITHER SIDE OF
 THE FOLLOWING DESC CENTERLINE: COM AT THE NW COR OF THE SW
 1/4 OF SAID SEC 21 TH ALONG THE N BOUNDARY OF SAID SW 1/4 S
 89-48-38 E 757.68 FT TH S 00-02-27 W 401.08 FT TH N 89-49-
 50 W 174.18 FT TH S 00-05-22 W 300 FT TO THE POB TH N 89-49-
 50 W 404.25 FT TO THE ELY ROW LINE OF SW 62ND AVENUE RD AN
 80 FT WIDE ROW AS NOW EXISTING 5/15/06 ALSO BEING THE POT
 FOR SAID CENTERLINE
 EXC ANY PT LYING WITHIN MEADOW GLENN UNIT 5 (10-74)
 EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
 COM AT THE NW COR OF SW 1/4 OF SEC 21 TH S 89-37-36 E 757.86 FT TH
 S 00-22-24 W 40 FT TO THE POB TH S 89-37-36 E 1194.50 FT TH S 00-16-34 W
 10 FT TH N 89-37-36 W 1194.50 FT TH N 00-16-34 E 10 FT TO THE POB
 EXC WRA BEING MORE PARTICULARLY DESC AS:
 COM AT THE NW COR OF SW 1/4 OF SEC 21 TH S 89-37-36 E 757.88 FT TH
 S 00-22-24 W 40 FT TH S 89-37-36 E 1194.50 FT TH S 00-16-34 W 10 FT TO
 THE POB TH S 00-16-34 W 240 FT TH S 89-37-36 E 250 FT TH S 00-16-34 W



86.45 FT TH N 90 W 453.02 FT TH N 00 E 329.41 FT TH S 89-37-36 E 204.60 FT TO THE POB
 EXC BEGIN AT THE SW COR OF LOT 185 MEADOW GLEN UNIT 5 (10-74) TH N 89-42-10 W 699.85 FT TH N 00-03-47 W 215.18 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 1240 FT A CENTRAL ANGLE OF 18-32-33 A CHORD BEARING & DISTANCE OF N 09-03-28 W 399.55 FT TH NWLY ALONG ARC OF CURVE 401.30 FT TH S 89-42-10 E 765.91 FT TH S 00-16-17 W 609.51 FT TO THE POB

Parent Parcel: 35695-025-00

[Land Data - Warning: Verify Zoning](#)

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
6302		.0	.0	B2	1,195,286.00	SF							
9430		.0	.0	B2	1.12	AC							

Neighborhood 9936
Mkt: 2 70

[Miscellaneous Improvements](#)

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
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[Appraiser Notes](#)

CHANGED ZONING PER ZONING OFFICE IN 2003
 VERIFIED ZONING ON 6/15/2011 THROUGH JON AT MCZO THIS PARCEL WAS CHANGED TO B2 PER REQUEST 031207Z

[Planning and Building](#)

**** Permit Search ****

Permit Number	Date Issued	Date Completed	Description

27.00
35.00

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 07/14/2006 04:03:06 PM
FILE #: 2006113720 OR BK 04502 PGS 0776-0778

Prepared by
Mary Dale Owen, an employee of
First American Title Insurance Company
216 Northeast First Avenue,
Ocala, Florida 34470
(352)732-7910



RECORDING FEES 27.00

DEED DOC TAX 35.00

Return to: Grantee

File No.: 1086-1162382

WARRANTY DEED

Made this 7/7, of 2006 by and between

Dana Kotylak

whose address is: **328 Bahia Vista Drive, Indian Rocks Beach, FL 33785**
hereinafter called the "grantor", to

John S. Rudnianyn, Trustee

whose post office address is: **101 NE 1ST Ave, Ocala, FL 34470**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Marion County, Florida**, to-wit:

DESCRIPTION:

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID SW 1/4, S. 89°48'38" E., A DISTANCE OF 757.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S. 00°02'27" W., A DISTANCE OF 401.08 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 174.18 FEET; THENCE S. 00°05'22" W, A DISTANCE OF 300.00 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING; THENCE S. 00°05'22" W., A DISTANCE OF 741.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. 62ND AVENUE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS NOW EXISTING (MAY 15, 2006), ALSO BEING THE CUSP OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 24°49'28", A RADIUS OF 1240.00 FEET AND A CHORD OF 533.06 FEET BEARING N. 12°19'23" W.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.25 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N. 24°44'07" W., A DISTANCE OF 243.95 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S. 89°49'50" E., A DISTANCE OF 217.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 40 FOOT JOINT COMMON ACCESS AREA BEING A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND LYING 20 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID SW 1/4, S. 89°48'38" E., A DISTANCE OF 757.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S. 00°02'27" W., A DISTANCE OF 401.08 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 174.18 FEET; THENCE S. 00°05'22" W., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. THENCE N. 89°49'50" W., A DISTANCE OF 404.25 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SW 62ND AVENUE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS NOW EXISTING (MAY 15 2006), ALSO BEING TO POINT OF TERMINATION FOR SAID CENTERLINE.

Parcel Identification Number: **35695-025-03 with other lands**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2005.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Dana Kotylak
Dana Kotylak

Signed, sealed and delivered in the presence of these witnesses:

Brian Tulinski
Witness Signature

Print Name: Brian Tulinski

Pamela Mairis Hilburn
Witness Signature

Print Name: PAMELA MAIRIS HILBURN

State of Florida

County of Pinellas

The Foregoing Instrument was Acknowledged before me on 7th of July 2006, by **Dana Kotylak** who is/are personally known to me or who has/have produced FLDL # K 34217146^{7/2/10} as identification.

Brian Tulinski
NOTARY PUBLIC

Brian Tulinski
Notary Print Name
My Commission Expires: 2/2/08

Seal



Brian Tulinski
My Commission DD286887
Expires February 02, 2008

From: Woods, Elizabeth <Elizabeth.Woods@marionfl.org>

Sent: Monday, November 10, 2025 11:54 AM

To: Mike Nuckols <mike.nuckols@btgrp.com>

Cc: Houston, Katherine <Katherine.Houston@marionfl.org>

Subject: Re: Inquiry re: leasing land for a telecom facility from Marion Co?

Resending due to typographically error

Good Morning,

I have discussed your request with the Library administration. There answer is as follows:

".....we are in the process of expanding our Freedom Public Library. Our move-in date is mid-December. As a result of our expansion, every square foot of property is in use, according to the civil engineer for the project. This includes the building, expanded parking, swales, piping, and setbacks....."

Unfortunately, at this time, we are **unable** to accommodate a tower on the library property.



Marion
County
FLORIDA



Elizabeth Woods

Title Research Agent

Office of the County Engineer

Marion County Board of County Commissioners

412 SE 25th Ave

Ocala, FL 34471

Main: 352-671-8686

Empowering Marion for Success!

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From: Woods, Elizabeth <Elizabeth.Woods@marionfl.org>
Sent: Monday, November 10, 2025 11:47 AM
To: Mike Nuckols <mike.nuckols@btgrp.com>
Cc: Houston, Katherine <Katherine.Houston@marionfl.org>
Subject: Re: Inquiry re: leasing land for a telecom facility from Marion Co?

Good Morning,

I have discussed your request with the Library administration. Their answer is as follows:

".....we are in the process of expanding our Freedom Public Library. Our move-in date is mid-December. As a result of our expansion, every square foot of property is in use, according to the civil engineer for the project. This includes the building, expanded parking, swales, piping, and setbacks....."

Unfortunately, at this time, we are able to accommodate a tower on the library property.

From: Mike Nuckols <mike.nuckols@btgrp.com>
Sent: Tuesday, October 28, 2025 2:29 PM
To: Belaval, Fotini <Fotini.Belaval@marionfl.org>
Cc: Woods, Elizabeth <Elizabeth.Woods@marionfl.org>; Houston, Katherine <Katherine.Houston@marionfl.org>; Mike Nuckols <mike.nuckols@btgrp.com>
Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Hi Fotini – Thanks. A few questions please:

1. Do we know if Marion Co. has ever leased land for a cell tower site before?
2. If so, do we know when this was last done?
3. Do we have any idea what sort of rent, etc. the county typically requests?

Thanks again for all your help!

Hi Elizabeth and Katherine – Thanks in advance for your help.

I'm assuming the Library folks approved (or is considering) leasing land for the cell tower site or you wouldn't be looking into this.

I'm told the PUD immediately south of the library "has already been amended to authorize the tower use."

If I can provide any info, please let me know. Thanks again for your help!

Kind Regards,

Mike Nuckols

RE Project Mgr.

B+T Group
1044 Virginia Drive, Sarasota, FL 34234
M (941) 328-2264 + btgrp.com



From: Belaval, Fotini <Fotini.Belaval@marionfl.org>

Sent: Tuesday, October 28, 2025 10:49 AM

To: Mike Nuckols <mike.nuckols@btgrp.com>

Cc: Woods, Elizabeth <Elizabeth.Woods@marionfl.org>; Houston, Katherine <Katherine.Houston@marionfl.org>

Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

This message is from an outside source. Caution is recommended when clicking links or opening attachments.

Hi Mike,

This has to go through Planning and Zoning to see if it can be permitted.

FYI – Elizabeth Woods and Katherine Houston will be overseeing this request.

All the best,

Fotini



Fotini Belaval

Land Management Agent

Office of the County Engineer

Marion County Board of County Commissioners

412 SE 25th Ave

Ocala, FL 34471

Main: 352-671-8686

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From: Mike Nuckols <mike.nuckols@btgrp.com>

Sent: Monday, October 27, 2025 3:28 PM

To: Belaval, Fotini <Fotini.Belaval@marionfl.org>

Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

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PS: I'm sorry I may be confused. If the Co. Library Dept. needs to decide if they want to lease or not, what does P&Z have to do with it?

Does this mean the Library said they would consider leasing but P&Z has to review it first? Or???

Thanks again! 😊

Mike Nuckols

RE Project Mgr.

B+T Group

1044 Virginia Drive, Sarasota, FL 34234

M (941) 328-2264 + btgrp.com



From: Mike Nuckols
Sent: Monday, October 27, 2025 3:20 PM
To: 'Belaval, Fotini' <Fotini.Belaval@marionfl.org>
Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

Thank you very much!! Hope life is treating you well in these crazy times..... 😊

Mike Nuckols

RE Project Mgr.

B+T Group
1044 Virginia Drive, Sarasota, FL 34234
M (941) 328-2264 + btgrp.com



From: Belaval, Fotini <Fotini.Belaval@marionfl.org>
Sent: Monday, October 27, 2025 3:10 PM
To: Mike Nuckols <mike.nuckols@btgrp.com>
Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

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Hello Mike,

Your request has been forwarded to the Planning and Zoning Department. I will let you know as soon as I receive a response from them.

All the best,

Fotini



Fotini Belaval

Land Management Agent

Office of the County Engineer

Marion County Board of County Commissioners

412 SE 25th Ave

Ocala, FL 34471

Main: 352-671-8686

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From: Mike Nuckols <mike.nuckols@btgrp.com>

Sent: Monday, October 27, 2025 2:55 PM

To: Belaval, Fotini <Fotini.Belaval@marionfl.org>

Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

You don't often get email from mike.nuckols@btgrp.com. [Learn why this is important](#)

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Good Afternoon Fotini,

Just following up. I sure appreciate any update you can share. Thank you!

Mike Nuckols

RE Project Mgr.

B+T Group
1044 Virginia Drive, Sarasota, FL 34234
M (941) 328-2264 + btgrp.com



From: Mike Nuckols <mike.nuckols@btgrp.com>
Sent: Friday, September 26, 2025 3:05 PM
To: Fotini.Belaval@marionfl.org
Cc: Mike Nuckols <mike.nuckols@btgrp.com>
Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

Good afternoon Miss Fotini,

It was great to meet you on Sept. 11th.

I'm just following up to see if you heard anything re: the Freedom Public Library (5870 SW 95th St, Ocala) wanting to lease land for a new Telecom Facility (cell tower)?

Or if the county has other land nearby they might consider leasing?

If the county has leased land for a tower recently, I'm still interested in trying to find out please:

1. ***How long (approx.) does the process take?***
2. ***What financial terms does the county require?***
3. ***Etc. Any info you can share is very helpful.***

Thanks again and have a great weekend!

Mike Nuckols

RE Project Mgr.

B+T Group
1044 Virginia Drive, Sarasota, FL 34234
M (941) 328-2264 + btgrp.com



From: Mike Nuckols
Sent: Tuesday, September 9, 2025 2:27 PM
To: Fotini.Belaval@marionfl.org <Fotini.Belaval@marionfl.org>
Subject: RE: Inquiry re: leasing land for a telecom facility from Marion Co?

Hello Ms. Belaval - Thanks for your time on the phone. I'm a little concerned that my first email didn't come through although I have the correct email address. Will you please send me a brief reply so I know you received this?

Proposed Marion Co. Parcel to Lease: Freedom Public Library: 5870 SW 95th Street, Ocala (Parcel #35695-025-06)

Also, if not this parcel is there any other parcel nearby owned by Marion Co. they would consider leasing for a new cell tower site?

Thank you very much and please let me know if you have any questions, comments or concerns.

Mike Nuckols

RE Project Mgr.

B+T Group

1044 Virginia Drive, Sarasota, FL 34234
M (941) 328-2264 + btgrp.com



From: Mike Nuckols <mike.nuckols@btgrp.com>
Sent: Friday, September 5, 2025 1:14 PM
To: Fotini.Belaval@marionfl.org
Cc: Mike Nuckols <mike.nuckols@btgrp.com>
Subject: Inquiry re: leasing land for a telecom facility from Marion Co?

Hi Fotini,

Has Marion Co. ever leased land for a new telecom facility (aka cell tower site)?

If so, when was the last time you all did it?

How long did the process take approx.?

Do you have any business terms you can share?

Anything else you can share re: process, time-lunes, etc?

Thanks!

Kind Regards,

Mike Nuckols
RE Project Mgr.

B+T Group

1044 Virginia Drive, Sarasota, FL 34234

M (941) 328-2264 + btgrp.com



LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is entered into on March 26, 2025, between Freedom Crossings South Tower, LLC, a Florida limited liability company (“Lessor”) and Gulfstream Towers Holding Company, LLC, a Florida limited liability company (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

For good and valuable consideration in the amount of \$10.00, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Premises.** Lessor hereby leases to Lessee the following property interests (the “Premises”) which shall include the following portions of Lessor’s interest in the real property (the “Parent Tract”) located at SW 62nd Avenue, Marion County, Florida (Tax Parcel: 35695-025-04), which Parent Tract is more particularly described on **Exhibit A**; the Premises are more particularly described below and are depicted on the following Exhibits.
 - 1.1. The portion of the Parent Tract¹ (the “Structure Easement”) consisting of approximately three thousand six hundred (3,600) square feet of real property and described as the “Structure Easement” on the attached **Exhibit B**.
 - 1.2. A non-exclusive easement (the “Access Easement”) across a portion of the Parent Tract described on the attached **Exhibit C** to provide ingress and egress between the Premises and adjacent public rights of way, as further set forth in Section 2.2.1.
 - 1.3. A non-exclusive easement (the “Utility Easement”) across a portion of the Parent Tract described on the attached **Exhibit D** as necessary to run utility lines and cables as further set forth in Section 2.2.3.
 - 1.4. A non-exclusive easement (the “Fall Zone Radius Easement”) across the portion of the Parent Tract and described as the “Fall Zone Radius Easement” on the attached **Exhibit B**.
 - 1.5. The Structure Easement, Access Easement, Utility Easement and Fall Zone Radius Easement are further described and depicted on the sketch (“Sketch”) attached hereto as **Exhibit E**. The Sketch illustrates the relative location of the components of the Premises described above. In the event of any inconsistency between the Sketch and the legal descriptions on **Exhibits B** through **D** shall prevail.
2. **Permitted Use; Easements.**
 - 2.1. Use. The Structure Easement may be used by Lessee for construction, installation, operation, maintenance, repair, replacement or removal of, at its expense, a communication tower facility (the “Structure”), no greater than one hundred eighty (180) feet tall, and uses incidental thereto, including, without limitation, tower and foundation, antennas, cables, cabinets, shelters, utility equipment, conduit, back-up power sources (including generators and fuel storage tanks) and related fixtures (“Facilities”).
 - 2.2. Easements.

¹ The term “Easements” refers to the locations of the easements Lessor was granted under the Tower Easement Agreement as defined in Section 23.1. Thus, Lessor is leasing to Lessee the easement rights granted to Lessor; Lessor is not establishing new easements.

- 2.2.1. The Structure Easement shall be used for the location of the Structure and all Facilities other than certain Utilities located within the Utility Easement.
- 2.2.2. The Access Easement shall be used by Lessee and its Subtenants (as defined below), licensees and customers, and each of such party's agents, contractors and subcontractors (collectively the "Permitted Parties") for pedestrian and vehicular (including trucks) ingress and egress (but not parking) to and from the Structure Easement at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. In connection with Lessor's development of the Parent Tract, Lessor may construct driveways and other similar improvements (collectively the "Access Improvements"), to provide access to the Premises, as well as the improvements constructed on the balance of the Parent Tract. Upon the completion of such construction, the location of the Access Easement shall be limited to the locations of Access Improvements and, upon request of Lessor, Lessee shall execute an amendment to this Agreement acknowledging such relocation and confirming that the Access Easement is no longer a blanket easement.
- 2.2.3. The Utility Easement shall be used by Lessee to construct, reconstruct, service and maintain electric, power and other utilities (the "Utilities") necessary to serve the Facilities at the Structure Easement in, on, or under the Utility Easement in order to connect the same to utility lines located in a publicly dedicated right of way.
- 2.2.4. The purpose of the Fall Zone Radius Easement is to serve as a "fall zone" in accordance with local, state and federal regulations. Notwithstanding that Lessee has the Fall Zone Radius Easement, Lessee shall be liable for all damages caused by the fall of the Structure.
- 2.3. Relocation of Easements. Lessor shall have the right to relocate the Access Easement and/or Utility Easement (each on one occasion) at Lessor's sole cost and expense; such right to relocate shall be in addition to any express provision in Section 2.2 (including the relocation of the Access Easement to the location of the Access Improvements). Lessor shall provide Lessee with at least ninety (90) days prior written notice of its intent to relocate the applicable Easement, which notice shall (a) include a copy of a survey (with a corresponding legal description) depicting the new proposed Easement location (the "Proposed Easement Area") and (b) identify the date on which Lessor desires to commence relocation activities. Lessor shall obtain, at Lessor's sole cost and expense, any necessary jurisdiction and government approvals, consents, and permits for the requested access relocation. In all events, any proposed new Access Easement shall provide access to the Premises of the same or similar quality and accessibility as exists as of the Effective Date hereof. Lessor agrees the relocation of the Access Easement shall not interrupt Lessee's daily operation of the Premises, including, but not limited to, access to the Premises (by foot and vehicle, including trucks) on a twenty-four (24) hours a day, seven (7) days a week, basis.
- 2.4. Subtenants. Lessee will use the Premises and Facilities to sublease, license or otherwise consent to the use or colocation by Subtenants, licensees or co-locators (each a "Subtenant" and collectively the "Subtenants") to permit the Subtenants to locate their equipment on the Facilities.

3. **Term and Renewal.** The initial term of this Agreement (“Initial Term”) is five (5) years and shall commence upon the date of execution by both Parties (“Effective Date”). Provided that Lessee is current in all its obligations under this Agreement and not otherwise in default, Lessee shall have the right to extend this Agreement for nine (9) additional 5-year terms (each a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement shall automatically renew for each successive Renewal Term unless Lessee provides Lessor written notice of the intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then current term. The Initial Term and any Renewal Term are referred to herein as the “Term” of this Agreement.
4. **Rent.**
- 4.1. Lessee will pay Lessor rent (“Base Rent”) of \$ _____ per month, commencing upon the date (the “Rent Commencement Date”) that is the earlier of the following: (a) the first day of the twenty-fourth (24th) full month immediately following the Effective Date; or (b) the date that Tenant starts constructing the Structure, including performing grading and other site work. Upon request of either Party, the Parties shall execute a written instrument acknowledging the date of the Rent Commencement Date.
- 4.2. Lessor agrees to provide to Lessee certain documentation required by Lessee in connection with the payment of rent, including without limitation; (a) documentation acceptable to Lessee evidencing Lessor’s good and sufficient title to or interest in the Parent Tract; and (b) an IRS Form W-9 for any party to whom Rent payments are to be made pursuant to this Agreement. Delivery of such documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rent payments until such documentation has been supplied to Lessee as provided herein.
- 4.3. Within fifteen (15) days of obtaining an interest in the Parent Tract or this Agreement, any assignee, transferee or other successor in interest to Lessor shall provide Lessee with the requested documentation in the manner set forth in the preceding section. Delivery of such documentation to Lessee by any assignee, transferee or other successor in interest to Lessor shall be a prerequisite for the payment of any Rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rent payments to any assignee, transferee or other successor in interest to Lessor until such documentation has been supplied to Lessee as provided herein. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer.
- 4.4. Base Rent shall each increase on the first day of the second Lease Year (as defined below), and on the same day of each Lease Year thereafter, such that the new Base Rent will be the greater of: (a) _____ Percent (_____ %) of the Base Rent in the immediately preceding Lease Year; or (b) the Base Rent as adjusted pursuant to the CPI Rider, a copy being attached as **Exhibit F**. For purposes of this Agreement, a “Lease Year” is a period of twelve (12) full consecutive calendar months beginning with the Rent Commencement Date and each subsequent period of twelve (12) consecutive calendar months thereafter; thus, if the Rent Commencement Date is March 15, 2025, the first Lease Year would commence on April 1, 2025 (although the obligation to pay Rent will commence on March 15, 2025), and shall end on March 31, 2026, with the second Lease Year commencing on April 1, 2026, and ending on March 31, 2027.
- 4.5. In addition to the Base Rent, all other payments that Lessee is obligated to make under this Agreement are considered additional Rent, regardless of whether the payments are so

designated. All additional payments are due and payable at the time the next succeeding Base Rent installment is due following Lessor's written demand for payment, which demand shall include an itemized invoice specifying the nature and amounts of the items of additional Rent demanded. Lessor shall have the same remedies for Lessee's failure to pay additional Rent as it does for Lessee's failure to pay monthly installments of Base Rent. All further references to "Rent" shall include installments of Base Rent and additional Rent. The provisions of this Section shall apply concerning remedies only, and not concerning the calculation of sales tax on Rent.

- 4.6. At the time Rent payments are made, Lessee agrees to pay to Lessor all sales and use taxes, if any, that arise because of payment of Rent to Lessor.
5. **Authority, Title and Quiet Enjoyment.** Lessor represents and warrants to Lessee, as of the Effective Date of this Agreement and throughout the Initial Term and each Renewal Term that; (a) Lessor has full right, power and authority to enter into, execute and perform this Agreement and that no consent from any other person or entity is necessary; (b) Lessor holds the easement interests permitting the uses of the Premises as set forth herein, free and clear of any liens, judgments or impediments of title; (c) there are no covenants, easements or restrictions which would adversely affect or prevent the use of the Premises by Lessee; (d) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any other agreement binding on Lessor; (e) Lessee may obtain title insurance on its interest in the Premises and Lessor agrees to execute such documents as the title company may reasonably require in connection therewith; (f) Lessee is entitled to access the Premises at all times and to the quiet enjoyment of the Premises so long as Lessee is not in Breach (as defined in Section 12.1) beyond the expiration of any applicable grace or cure period; and (g) Lessor shall not have unsupervised access to the Premises or to the Facilities.
6. **Assignment and Subleasing.**
- 6.1. Lessee shall have the right to assign or otherwise transfer this Agreement to a bona fide assignee upon written notice to Lessor, which notice shall include the assignee's contact information for purposes of Section 25, provided that the assignee expressly assumes in writing all of Lessee's obligations herein. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement.
- 6.2. Lessee shall have the right to sublease the Premises upon written notice to Lessor. Any sublease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties thereto.
- 6.3. Lessor and Lessee shall have the right, upon written notice to the other, to grant a security interest in this Agreement (in regard to Lessee, the Facilities) and may collaterally assign this Agreement (in regard to Lessee, the Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties").
- 6.4. Lessee may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Lessor hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Lessee's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering

all of Lessee's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Lessee's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Lessee's Collateral"). Upon request of Lessee, Lessor shall enter into an agreement (the "Non Disturbance Agreement") with Lessee and the Leasehold Lender containing provisions substantially equivalent with the following.

- 6.4.1. Successors. Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Lessee's interest (or any successor's interest to Lessee's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Lessee under this Agreement including the right to exercise any renewal options set forth in this Agreement.
- 6.4.2. Breach Notice. Lessor shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender a copy of any Breach Notice (as defined in Section 12.1.1) given by Lessor to Lessee under this Agreement. No Breach Notice from Lessor to Lessee shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Lessor as set forth herein) or as amended from time to time. Until such time as Lessee has notified Lessor of the notice address of the Leasehold Lender or of any changes to such notice address, it shall be Lessee's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Lessor's obligations under this Section upon Lessee's notification to Lessor of the address of the Leasehold Lender, at which time Lessor's obligations under this Section 6.4.2 shall be in full force and effect.
- 6.4.3. Notice and Curative Rights.
- a. If Lessee Breaches any obligations under this Agreement then Lessor shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Lessee's cure of a Breach, commencing upon Leasehold Lender receipt of a Breach Notice.
 - b. If curing any non-monetary Breach requires possession of Lessee's interest in Premises then Lessor agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such Breach (not to exceed six (6) months from the date of Lessor's Breach Notice), provided all monetary Breaches and any Breaches not requiring possession are timely cured and Leasehold Lender remains current in the payment of Rent and other obligations under this Agreement including those concerning insurance.
 - c. Notwithstanding the foregoing, until such time as Lessee has notified Lessor of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a Breach shall run concurrently with the time periods for Lessee to cure a Breach.
- 6.4.4. New Lease. If this Agreement is terminated by Lessor based on a default by Lessee for a non-monetary Breach requiring possession of Lessee's interest in the Premises (and Leasehold Lender otherwise complies with its obligations under

Section 6.4.3.b) or otherwise rejected in bankruptcy, then Lessor will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6.4.5. Subordination.

- a. Lessor hereby agrees that all right, title and interest of Lessor in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.
- b. Notwithstanding Section 6.4.5.a, if Leasehold Lender does not remove the Structure prior to the expiration or early termination of the term of this Agreement (subject, in the case of termination, to Leasehold Lender or its designee entering into a new lease with Lessor pursuant to Section 6.4.4), the foregoing subordination shall be terminated (without consent or any other action by Leasehold Lender).

6.4.6. Third Party Beneficiary. Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Lessee provides notice to Lessor of the address of Leasehold Lender, Lessor's obligations under Section 6.4.2, above, shall not apply and the time periods for any Leasehold Lender to cure a Breach shall commence upon Lessee's receipt of a Breach Notice.

6.4.7. Notice. Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Lessor by Lessee or Leasehold Lender, and may be updated from time to time by subsequent notices from Lessee or Leasehold Lender to Lessor concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender. All addresses of Leasehold Lender provided under this Section 6.4 by Lessee, or updated by any Leasehold Lender, must include an email address for Leasehold Lender; if an email address is not included, Lessor shall not be obligated to provide any notice or opportunity to cure to any Leasehold Lender. All notices shall be sent by or to Leasehold Lender pursuant to the provisions of Section 25 of this Agreement.

7. **Improvements, Maintenance and Removal.**

- 7.1. Lessee may, at its expense, make such improvements at the Premises, including the Structure, as it deems necessary from time to time for the operation of the Facilities. Lessee shall have the right to replace, repair, add or otherwise modify the Facilities or any portion thereof at any time during the Term of this Agreement. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. All improvements shall be at the discretion and option of Lessee and Lessor acknowledges that it will neither interfere with any aspects of construction nor attempt to direct construction personnel as to the method of installation of the Facilities. Lessee's Facilities shall remain the exclusive personal property of Lessee and shall not be considered fixtures. Lessor

hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities and improvements or any portion thereof. Lessee shall have the right to remove the Facilities and improvements at any time during the Term of this Agreement and upon expiration or termination thereof.

- 7.2. Lessee shall, at its expense, maintain the Facilities and any other improvements installed by Lessee at the Premises, in proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents, invitees, or employees, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto.
- 7.3. Lessee, within one-hundred eighty (180) days after expiration or termination of this Agreement, will remove its Facilities and improvements pursuant to Section 8.2. If such time for removal causes Lessee to remain on the Premises after expiration or termination of this Agreement, Lessee shall pay Rent at the then existing rate until such time as the removal of the Facilities are complete.
- 7.4. Lessee has the right in its sole judgment, from time to time during the Term, at its expense, to construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as, to the extent applicable, that of its Subtenant, licensees and/or customers) Facilities.

8. Ownership and Removal of Communications Facility.

- 8.1. All portions of the Facilities brought onto, or constructed on, the Premises by Lessee including any Facilities that would otherwise constitute fixtures under Florida law, will be and remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term or any Renewal Term.
- 8.2. Upon written notice by Lessor, to be given within thirty (30) days after the expiration or earlier termination of this Agreement, all Facilities of Lessee (or of any Subtenant, licensee and/or customer of Lessee), specifically including the Structure, shall be removed by Lessee within ninety (90) days after the date of delivery of Lessor's notice to remove the Facilities. Notwithstanding the foregoing, Lessee shall not be required to remove any foundation more than five (5) feet below grade level. If Lessee fails to so remove the Facilities within the foregoing time period and fails to cure such Breach within thirty (30) days after a Breach Notice from Lessor concerning such Breach, Lessor shall have the right to remove and dispose of the Facilities, and Lessee shall pay Lessor the actual and reasonable costs of such removal and disposition, together with Twenty Percent (20%) of such amount to cover Lessor's anticipated overhead; or (b) retain the Facilities for its own use.

9. **Government Approvals.** Lessee's ability to use the Premises is contingent upon Lessee obtaining all required zoning approvals, permits and other approvals (collectively "Approvals") that may be required by any governmental authority. Lessor shall cooperate with Lessee in its effort to obtain such Approvals and shall take no action which would adversely affect the status of the Parent Tract or Premises with respect to the proposed use thereof by Lessee. In the event that (a) any applications for such Approvals should be finally rejected; (b) any Approvals issued to Lessee are canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority; (c) Lessee determines that such Approvals may not be obtained in a timely manner; (d) Lessee determines that the Premises is no longer technically compatible for its use; or (e) Lessee, in its

sole discretion, determines that it will be unable to use the Premises for its intended purposes, Lessee shall have the right to terminate this Agreement by providing written notice to Lessor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. All Rent paid to said termination date shall be retained by Lessor, unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.

10. **Interference.** Lessee will not install or allow any equipment to be installed that causes interference to any equipment of Lessor which existed on the Parent Tract prior to the Effective Date of this Agreement. In the event any after-installed equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment so long as Lessee is making a good faith effort to remedy the interference issue. Likewise, Lessor will not install or allow any equipment to be installed that causes interference to any then-existing equipment of Lessee or its Subtenants. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance and/or the right to terminate this Agreement immediately upon written notice.
11. **Utilities.** Lessee will pay for all utilities used by it at the Premises. Lessor agrees to cooperate with Lessee in Lessee's efforts to obtain utilities from a location provided by the servicing utility, including signing any easement or other instrument reasonably required by the servicing utility at no cost to the Lessor.
12. **Default.**
 - 12.1. A Party shall be in default under this Agreement if it breaches or otherwise fails to comply with (a "Breach") any provision of this Agreement and such Party (the "Breaching Party") does not cure such Breach within the following time periods:
 - 12.1.1. Fifteen (15) days following receipt of notice (a "Breach Notice") from the party not in Breach (the "Non-Breaching Party") with respect to a Breach which may be cured solely by the payment of money; or
 - 12.1.2. Except as set forth in Section 12.1.3, thirty (30) days following receipt of a Breach Notice with respect to a Breach which may not be cured solely by the payment of money. If the non-monetary Breach may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the Breaching Party commences action to cure the Breach within such 30-day period and thereafter continuously and diligently pursues the cure to completion; or
 - 12.1.3. Fifteen (15) days following receipt of notice from the Non-Breaching Party if the Breach consists of a failure to provide insurance or proof thereof under Section 14.
 - 12.2. Upon a Breach, the Non-Breaching Party may at its option, but without obligation to do so, perform the Breaching Party's duty or obligation on the Breaching Party's behalf. The reasonable and actual costs and expenses of any such performance by the Non-Breaching Party shall be due and payable by the Breaching Party within fifteen (15) days following receipt of an invoice. In the event of a Breach by either Party with respect to Sections

12.1.1, 12.1.2 or 12.1.3 of this Agreement, without limiting the Non-Breaching Party in the exercise of any right or remedy which the Non-Breaching Party may have by reason of such Breach, the Non-Breaching Party may pursue any remedy now or hereafter available to the Non-Breaching Party under the laws or judicial proceedings of the State of Florida. Notwithstanding the foregoing, if Lessor does not pay Lessee in full, within fifteen (15) days of its receipt of an invoice setting forth the amount due from Lessor, Lessee may offset the amount due against all amounts due and owing to Lessor until the full amount is fully reimbursed to Lessee.

13. **Indemnification.**

- 13.1. Lessor, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Lessee from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (a) any injury to or death of any person; or (b) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors.
- 13.2. Lessee, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Lessor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (a) any injury to or death of any person; or (b) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.
- 13.3. If either Party is entitled to indemnification and defense ("Indemnified Party") from the other Party ("Indemnifying Party") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.

14. **Insurance.**

- 14.1. During the Term, Lessee will carry, at its own cost and expense, commercial general public liability insurance on the Premises and on the conduct or operation of Lessee's business or practice, with Lessor and the holder of fee simple title to the Premises (see Section 23.2) as an additional insured, and with a limit of \$1,000,000.00 per occurrence for bodily injury (including death) and property damage with an annual aggregate of \$2,000,000.00. If Lessee fails to have the insurance policy or policies required herein issued, Lessor may, but shall not be obligated to, obtain the same and may pay the premiums for such policies when payment is due and, upon Lessor's demand, Lessee shall repay Lessor for the premiums so paid.

- 14.2. Lessor and its designees must be included as additional insured in all required liability policies of insurance. Certificates of insurance shall be delivered to Lessor within ten (10) days of written request, thereafter on renewal of any required coverages. No policy of insurance required by this Section 14, whether obtained by Lessee or Lessor, will be subject to cancellation or non-renewal unless at least thirty (30) days' written notice is given to the Party which did not obtain such policy of insurance.
- 14.3. Lessee may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate Lessee's business, in any manner that causes any insurance carriers to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Agreement. Lessee may not permit or suffer another person to do so with respect to the Premises.
- 14.4. Lessee shall be responsible for carrying such insurance as Lessee may desire to protect Lessee's own equipment, contents, personal property and other property on the Premises, and business loss insurance.
15. **Sale of Property.**
- 15.1. Lessor may, during the Term of this Agreement (i) sell or otherwise transfer to a third party all or any portion of the Premises or (ii) grant to a third party by easement or other legal instrument an interest in all or any portion of the Premises, with or without an assignment of this Agreement to such third party, provided that such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. Lessor may not, during the term of this Agreement (i) sell or otherwise transfer to a third party all or any portion of the Premises or (ii) grant to a third party by easement or other legal instrument an interest in all or any portion of the Premises, if such sale, transfer or grant is for the purpose of owning, leasing, licensing, operating, maintaining or managing communications facilities and/or the leases, licenses, agreements and easements used in connection therewith.
- 15.2. If Lessor, at any time during the Term of this Agreement, decides to sell or otherwise transfer all or any part of the Premises to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such sale or transfer shall be subject to this Agreement and Lessee's rights hereunder. In the event the Premises is transferred, Lessor shall be released from all liability under this Agreement and the new landlord shall be responsible for all obligations of Lessor hereunder including the duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Lessor.
- 15.3. The provisions of this Section 15 shall in no way limit or impair the obligations of Lessor under this Agreement, including access obligations.
16. **Taxes.**
- 16.1. Lessor shall pay, or cause to be paid, when due all real property taxes and assessments assessed against the Parent Tract. In the event that such taxes or assessments increase as a result of the construction of the Facilities, Lessee will reimburse Lessor for the amount of the increase.

- 16.2. Lessee will pay when due all personal property taxes or other fees and assessments attributable to the Facilities.
17. **Hazardous Substances.** Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Parent Tract that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee will not introduce or use any such Hazardous Substance on the Parent Tract in violation of any applicable law. Each Party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Parent Tract or the migration of any Hazardous Substance to other land or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the Parent Tract. The indemnifications in this Section 17 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 17 shall survive the termination or expiration of this Agreement.
18. **Casualty.**
- 18.1. Lessor will provide notice to Lessee of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm.
- 18.2. If any part of the Facilities or Premises are damaged by casualty or other harm as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee shall have the option, in Lessee's sole discretion, to either (a) terminate this Agreement by providing written notice to Lessor as hereinafter provided, which termination will be effective as of the date of such casualty or other harm, or (b) rebuild the applicable portion of the Premises. Lessee shall provide Lessor written notice of its election under this Section 18.2 within forty-five (45) days of the casualty or other harm. In the event Lessee elects to terminate this Agreement, Lessee shall nonetheless be entitled to collect all insurance proceeds payable on account of the casualty or other harm which are attributable to the Premises, and within forty-five (45) days of Lessee's notice, Lessor shall reimburse Lessee for any prepaid Rent on a prorata basis. In the event Lessee elects to rebuild the applicable portion of the Premises, Lessee will be entitled to collect all insurance proceeds payable on account of the casualty, and Lessee will promptly rebuild or restore the Premises to substantially the same or better condition as existed before the casualty or other harm.
- 18.3. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Premises, but only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.
- 18.4. There shall be no abatement of Rent during any time period that the Premises are damaged.
19. **Condemnation.** In the event of a condemnation of all or any portion of the Premises or Facilities so as to, in Lessee's reasonable judgment, substantially and adversely affect the effective use of the Facilities, Lessee may terminate this Agreement within fifteen (15) days of the date the condemning authority takes title or possession, whichever occurs first. Lessee may, on its own behalf, make a

claim in any condemnation proceeding involving the Premises for losses related to the Facilities, its relocation costs, its damages and its leasehold interest. Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

20. **Maintenance/Utilities.**

20.1. Lessee shall be responsible at its cost for maintaining the Premises and the Facilities constructed, erected or placed upon the Premises by Lessee and/or its Subtenant in good condition, reasonable wear and tear and damage from the elements excepted, and in compliance with all applicable laws and regulations including those that may require lighting on the tower.

20.2. Lessee shall not place any antenna arrays, dishes or other non-structural components of the Facilities on the Structure in a manner that would jeopardize the integrity of the Structure or in a manner that is inconsistent with applicable laws and regulations.

21. **Construction Liens.**

21.1. The interest of Lessor in the Parent Tract shall not be subject to liens for improvements made by Lessee, and Lessee shall not subject the Parent Tract, or Lessor's interest or estate in the Parent Tract, to any liability under any construction or other lien law (e.g., Chapter 713, Florida Statutes). No provisions of this Agreement may be construed as to imply that Lessor has consented to Lessee incurring such a lien.

21.2. If any construction lien, lis pendens, or other lien is filed against the Parent Tract for any work, labor, services, or materials that a lienor claims to have performed or furnished for Lessee or any person holding through or under Lessee, Lessee must cause that lien to be canceled and discharged of record, or transferred to security, within twenty (20) days after Lessor gives notice to Lessee. If Lessee does not do so, Lessor may satisfy the lien without limiting Lessor's rights or remedies under this Agreement. Lessee shall promptly reimburse Lessor for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. Lessee has no right of setoff against Lessor. Lessee's failure to cancel and discharge of record any lien under this Section 21.2 is a default by Lessee under this Agreement.

21.3. In the event Lessee desires to contest any such lien or encumbrance then Lessee may do so without being in violation of this Section 21 provided that Lessee deposits with a court of competent jurisdiction such monies or security in an amount to satisfy the lien in the event Lessee's contest is rejected or in the event Lessee withdraws any such contest. A copy of such security shall be provided to Lessor.

22. **Estoppel Certificates.**

22.1. A Party (the "Requested Party") shall from time to time within ten (10) days after receipt of a request by another party (the "Requesting Party") deliver a written statement addressed to the Requesting Party, Leasehold Lender or potential purchaser of the Premises or of the Parent Tract certifying that:

- 22.1.1. This Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - 22.1.2. The agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - 22.1.3. To the knowledge of Requested Party, Requesting Party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Requested Party is able to provide;
 - 22.1.4. The term of this Agreement and the Rent then in effect and any additional charges;
 - 22.1.5. The date through which Requesting Party has paid the Rent;
 - 22.1.6. To the knowledge of Requested Party, Requesting Party is not in Breach of or default under any provision of this Agreement (or if in Breach or default, the nature thereof in detail); and
 - 22.1.7. Such other matters as are reasonably requested by Requesting Party.
- 22.2. Without in any way limiting Requesting Party's remedies which may arise out of Requested Party's failure to timely provide an estoppel certificate as required herein, Requested Party's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Requesting Party; (ii) that there are no uncured Breaches or defaults in Requesting Party's or Requested Party's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Lessee.
23. **Subject to Tower Easement Agreement.**
- 23.1. Lessee hereby acknowledges that Lessor does not hold fee simple title to the Premises but rather has easements arising under the *Grant of, and Agreement Concerning, Tower Easements* recorded in OR Book 8570, Page 531, Public Records of Marion County, Florida, (the "Tower Easement Agreement") permitting the uses of the Premises as set forth herein and permitting Lessor to lease the Premises to Lessee.
 - 23.2. Lessee shall comply with the terms of the Grant of Easement except to the extent that they are inconsistent with the provisions of this Agreement. Without limiting the foregoing, Lessee shall name the holder of fee simple title to the Premises (the "Fee Owner") as an additional insured under any insurance policies that Lessee is required hereunder to name Lessor as an additional insured.
24. **AS IS.** Except as may be expressly set forth elsewhere in this Agreement, Lessor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises, (b) the manner or quality of the construction or materials incorporated into any part of the Premises,

and (c) the manner, quality, state of repair, or lack of repair of the Premises. Lessee agrees that with respect to the Premises, Lessee has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Lessor or any agent of Lessor. Lessee represents that it is relying solely on its own expertise and that of Lessee's consultants, and that Lessee has conducted such inspections and investigations of the Premises, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Lessee's inspections and investigations. Lessor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Agreement. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE ACCEPTS THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY LESSOR, ANY AGENT OF LESSOR OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF LESSOR. This Section 24 shall survive the expiration or early termination of this Agreement.

25. **Notice.**

25.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any Party may designate by Communication complying with the terms of this Section:

25.1.1. If to Lessor: Freedom Crossings South Tower, LLC c/o John S. Rudniansyn, 2441 NE 3rd Street, Suite 201, Ocala, FL 34470; Email: john@ipsrealtor.com.

a. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; Email: jgooding@lawyersocala.com.

25.1.2. If to Lessee: Gulfstream Towers, 127 W. Fairbanks Avenue, Suite #469, Winter Park, FL 32789; Email: mike@gulfstreamtowers.com.

25.2. Each such Communication shall be deemed delivered:

25.2.1. On the date of delivery if by personal delivery;

25.2.2. On the date of email transmission if by email (subject to Section 25.5); and

25.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

25.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

- 25.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.
- 25.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 25.5. Concerning Communications sent by email:
 - 25.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 25.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 25.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 25.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - 25.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one (1) year after it was sent.

26. **Miscellaneous.**

- 26.1. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Lessor and Lessee.
- 26.2. Lessor shall execute and acknowledge and deliver to Lessee for recording a Memorandum of this Agreement ("Memorandum"), a copy being attached as **Exhibit G**, upon Lessee's reasonable request to properly memorialize and give notice of this Agreement in the public records. Lessee will record such Memorandum at Lessee's sole cost and expense. Upon the expiration or earlier termination of this Agreement, Lessee shall execute and deliver to Lessor a recordable instrument acknowledging the termination of this Agreement and the Memorandum.
- 26.3. Lessor and Lessee each represent that a real estate broker or other agent in this transaction has not represented them. Each Party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a Party herein.

- 26.4. The Parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
- 26.5. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 26.6. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
- 26.7. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.
- 26.8. It is the intent and agreement of the Parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the Parties if in the form of a facsimile or digital execution (such as scanning and emailing, or DocuSign) as if the original signatures, initials, and modifications were present on the documents in the hands of each Party. Neither Party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both Parties simply waive and relinquish any such defense.
- 26.9. Except as expressly set forth herein, no remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

- 26.10. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties to this Agreement.
- 26.11. Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 26.12. A failure to assert any rights or remedies available to a Party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a Party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the Party alleged to have waived his other rights or remedies.
- 26.13. Each Party acknowledges that all Parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one Party than another.
- 26.14. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- 26.15. The section headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
- 26.16. Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
- 26.17. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the Parties hereto.
- 26.18. Time.
- 26.18.1. Time is of the essence of all of the provisions and terms of this Agreement including, without limitation, the time for Lessee to provide notice of any non-renewal pursuant to Section 3 and the time period for any Party to cure a Breach.
- 26.18.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 26.18.3. When any time period specified herein falls or ends on a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day. For purposes of this Agreement, "legal holiday" means the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, or Christmas Day, and any day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

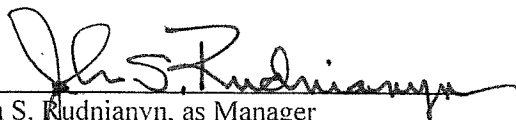
26.18.4. This Agreement represents the entire understanding and Agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the Parties.

26.19. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the Party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.


LESSOR:

Freedom Crossings South Tower, LLC, a Florida limited liability company

By: 
John S. Rudniansyn, as Manager

LESSEE:

Gulfstream Towers Holding Company, LLC, a Florida limited liability company

By: 
Michael Burkhead, as President

Attach:

- Exhibit A – Parent Tract
- Exhibit B – Structure Easement and Fall Zone Radius Easement
- Exhibit C – Utility Easement
- Exhibit D – Access Easement
- Exhibit E – Sketch
- Exhibit F – CPI Rider
- Exhibit G – Memorandum of Lease Agreement

EXHIBIT A
PARENT TRACT

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID SW 1/4, S. 89°48'38" E., A DISTANCE OF 757.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S. 00°02'27" W., A DISTANCE OF 401.08 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 174.18 FEET; THENCE S. 00°05'22" W, A DISTANCE OF 300.00 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 187.25 FEET TO THE POINT OF BEGINNING; THENCE S. 00°05'22" W., A DISTANCE OF 741.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. 62ND AVENUE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS NOW EXISTING (MAY 15, 2006), ALSO BEING THE CUSP OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 24°49'28", A RADIUS OF 1240.00 FEET AND A CHORD OF 533.06 FEET BEARING N. 12°19'23" W.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.25 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N. 24°44'07" W., A DISTANCE OF 243.95 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S. 89°49'50" E., A DISTANCE OF 217.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 40 FOOT JOINT COMMON ACCESS AREA BEING A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND LYING 20 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID SW 1/4, S. 89°48'38" E., A DISTANCE OF 757.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S. 00°02'27" W., A DISTANCE OF 401.08 FEET; THENCE N. 89°49'50" W., A DISTANCE OF 174.18 FEET; THENCE S. 00°05'22" W., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. THENCE N. 89°49'50" W., A DISTANCE OF 404.25 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SW 62ND AVENUE ROAD, AN 80 FOOT WIDE RIGHT OF WAY AS NOW EXISTING (MAY 15 2006), ALSO BEING TO POINT OF TERMINATION FOR SAID CENTERLINE.

**EXHIBIT B
STRUCTURE EASEMENT AND FALL ZONE RADIUS EASEMENT**

See attached

**SKETCH OF DESCRIPTION FOR:
JOHN S. RUDNIANYN, TRUSTEE**

DESCRIPTION: TOWER SITE

A PORTION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING EAST OF S.W. 62ND AVENUE ROAD (RIGHT OF WAY WIDTH VARIES) AND LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 74 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF WATER RETENTION AREA OF SAID MEADOW GLENN UNIT 5; THENCE ALONG THE WEST BOUNDARY OF SAID WATER RETENTION AREA, S.00°16'17"W., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°43'43"W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THENCE S.00°16'17"W., A DISTANCE OF 60.00 FEET; THENCE N.89°43'43"W., A DISTANCE OF 60.00 FEET; THENCE N.00°16'17"E., A DISTANCE OF 60.00 FEET; THENCE S.89°43'43"E., A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.08 ACRES, MORE OR LESS.

DESCRIPTION: 100' FALL DOWN EASEMENT

A PORTION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING EAST OF S.W. 62ND AVENUE ROAD (RIGHT OF WAY WIDTH VARIES) AND LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 74 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF WATER RETENTION AREA OF SAID MEADOW GLENN UNIT 5; THENCE ALONG THE WEST BOUNDARY OF SAID WATER RETENTION AREA, S.00°16'17"W., A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°43'43"W., A DISTANCE OF 100.00 FEET; THENCE N.00°16'17"E., A DISTANCE OF 100.00 FEET; THENCE S.89°43'43"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

NOTES:

1. DATE OF SKETCH: MARCH 14, 2025.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS DEPICTED HEREON ARE GRID, WEST FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOTE - THIS IS NOT A SURVEY!

LEGEND UNLESS OTHERWISE NOTED

- ☉ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- C.B. = CHORD BEARING
- /- = BROKEN LINE; NOT DRAWN TO SCALE

3/24/2025
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

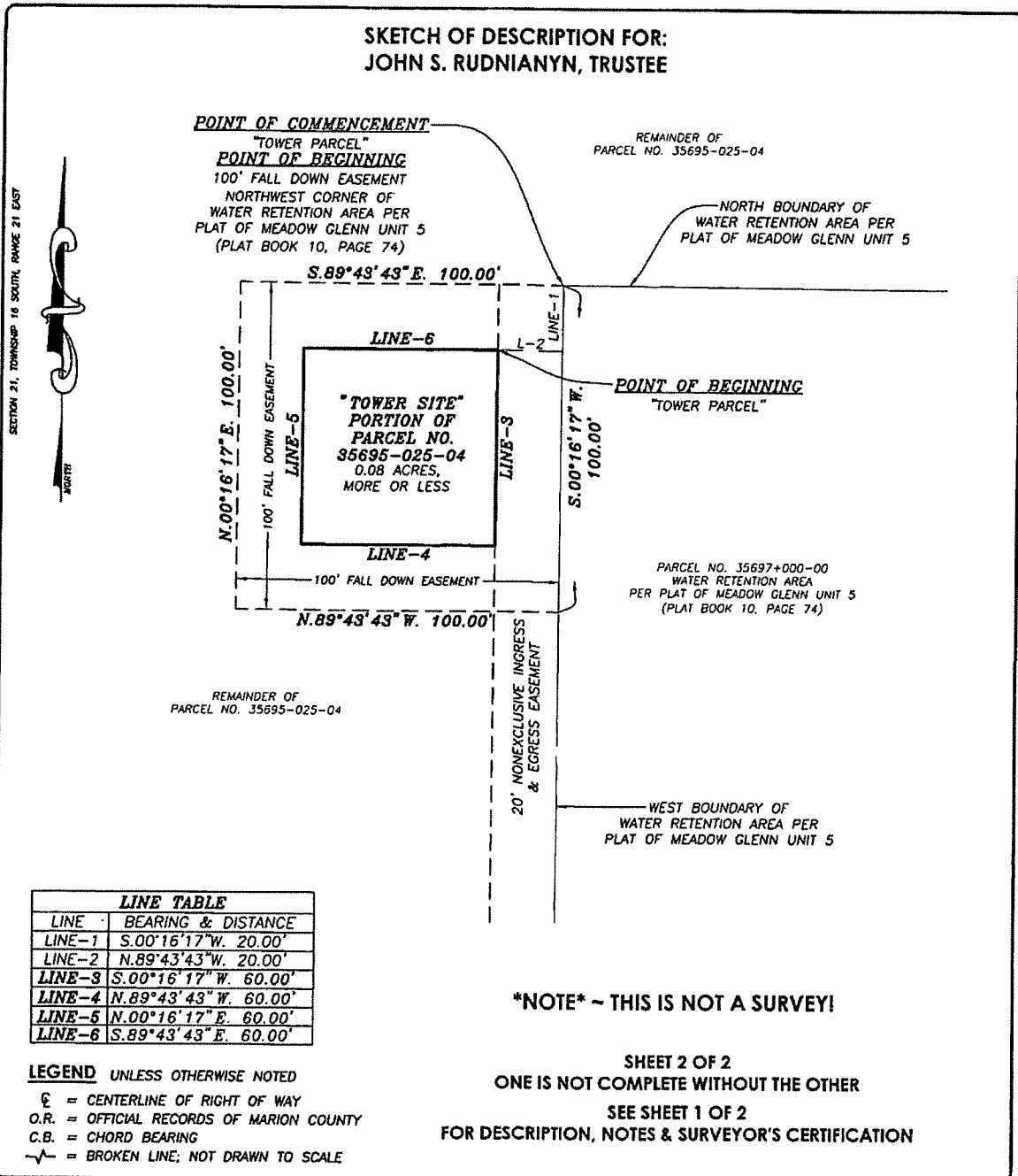
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com
REGINALDO M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LG 6091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK TOWER
CHECKED:	T.P.B.	SHEET 1 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © MARCH, 2025

SKETCH OF DESCRIPTION FOR:
JOHN S. RUDNIANYN, TRUSTEE



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.00°16'17"W. 20.00'
LINE-2	N.89°43'43"W. 20.00'
LINE-3	S.00°16'17"W. 60.00'
LINE-4	N.89°43'43"W. 60.00'
LINE-5	N.00°16'17"E. 60.00'
LINE-6	S.89°43'43"E. 60.00'

NOTE ~ THIS IS NOT A SURVEY!

SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

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REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LB 6867

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK TOWER
CHECKED:	T.P.B.	SHEET 2 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © FEBRUARY, 2025

**EXHIBIT C
ACCESS EASEMENT**

See attached

**SKETCH OF DESCRIPTION FOR:
JOHN S. RUDNIANYN, TRUSTEE**

DESCRIPTION: 20' NONEXCLUSIVE INGRESS & EGRESS EASEMENT

A PORTION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING EAST OF S.W. 62ND AVENUE ROAD (RIGHT OF WAY WIDTH VARIES) AND LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 74 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF WATER RETENTION AREA OF SAID MEADOW GLENN UNIT 5; THENCE ALONG THE WEST BOUNDARY OF SAID MEADOW GLENN UNIT 5, S.00°16'17"W., A DISTANCE OF 501.18 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.90°00'00"W., A DISTANCE OF 708.88 FEET TO A POINT EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED S.W. 62ND AVENUE ROAD, SAID POINT ALSO BEING ON A NON TANGENT CURVE, CONCAVE WEST, HAVING A RADIUS OF 1240.00 FEET, A CENTRAL ANGLE OF 00°55'49" AND A CHORD BEARING AND DISTANCE OF N.06°36'36"W., 20.13 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 20.13 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE, S.90°00'00"E., A DISTANCE OF 691.29 FEET; THENCE N.00°16'17"E., A DISTANCE OF 481.28 FEET; THENCE S.89°43'43"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

NOTES:

1. DATE OF SKETCH: MARCH 14, 2025.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS DEPICTED HEREON ARE GRID, WEST FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

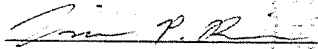
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOTE ~ THIS IS NOT A SURVEY!

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3/29/2025
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

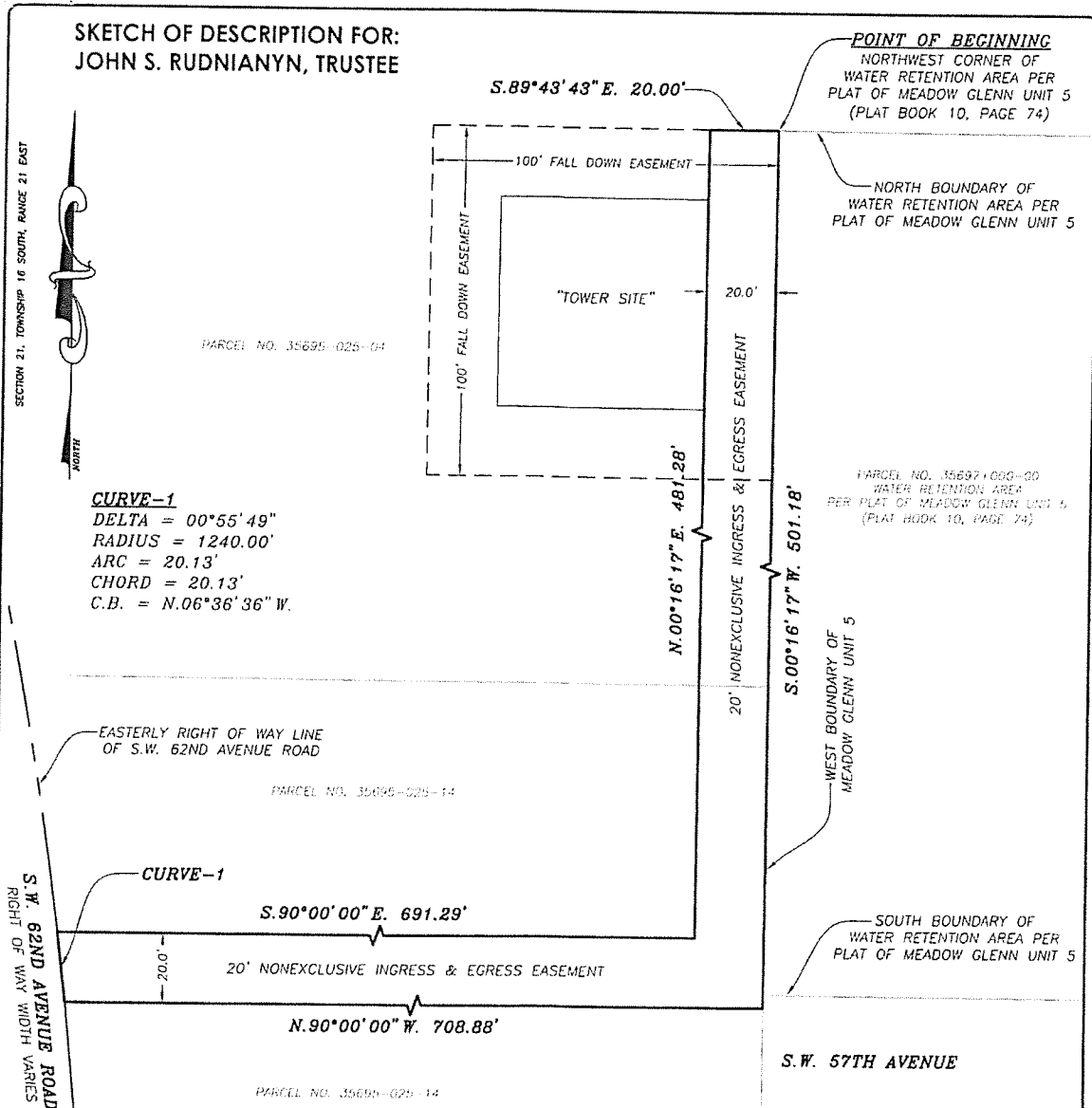

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



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TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK EASMT
CHECKED:	T.P.B.	SHEET 1 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © MARCH, 2025



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SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

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TRAVIS P. BARRINEAU, P.S.M. • LB 6897

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK EASMT
CHECKED:	T.P.B.	SHEET 2 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © MARCH, 2025

**EXHIBIT D
UTILITY EASEMENT**

See attached

**SKETCH OF DESCRIPTION FOR:
JOHN S. RUDNIANYN, TRUSTEE**

DESCRIPTION: 10' ELECTRIC EASEMENT

A PORTION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING EAST OF S.W. 62ND AVENUE ROAD (RIGHT OF WAY WIDTH VARIES) AND LYING NORTH AND WEST OF MEADOW GLENN UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 74 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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NOTES:

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SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

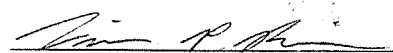
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3/24/2025
SIGNATURE DATE


TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

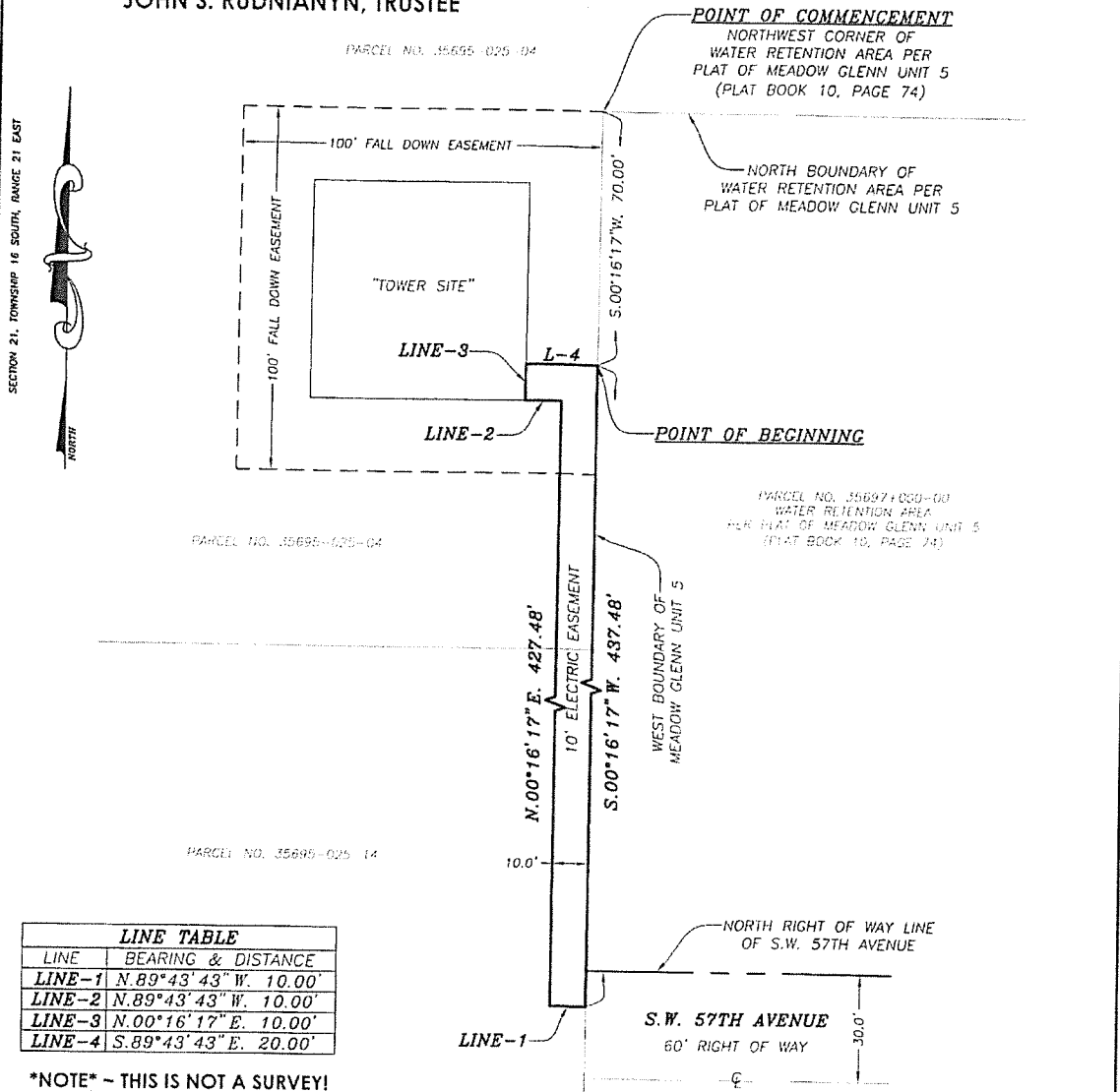
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU AND ASSOCIATES
EST. 1988
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmbarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LS 50614
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK EL EASMT
CHECKED:	T.P.B.	SHEET 1 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © MARCH, 2025

SKETCH OF DESCRIPTION FOR:
JOHN S. RUDNIANYN, TRUSTEE



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	N.89°43'43" W. 10.00'
LINE-2	N.89°43'43" W. 10.00'
LINE-3	N.00°16'17" E. 10.00'
LINE-4	S.89°43'43" E. 20.00'

NOTE - THIS IS NOT A SURVEY!

- LEGEND** UNLESS OTHERWISE NOTED
- ☉ = CENTERLINE OF RIGHT OF WAY
 - O.R. = OFFICIAL RECORDS OF MARION COUNTY
 - C.B. = CHORD BEARING
 - - - = BROKEN LINE; NOT DRAWN TO SCALE

SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

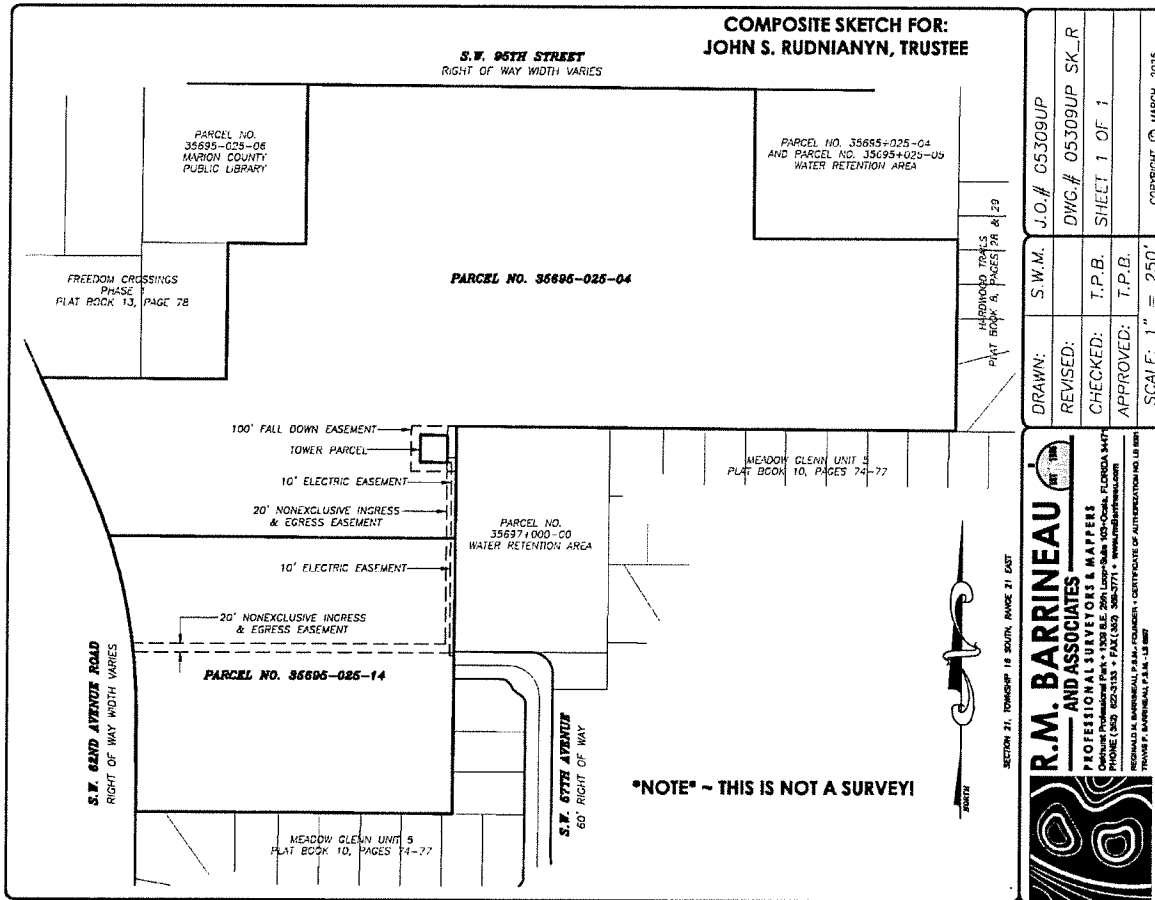
R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oquirrhurst Professional Park • 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34477
PHONE (352) 622-3133 • FAX (352) 309-3771 • www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6997

DRAWN:	S.W.M.	J.O.# 05309UP SK_R
REVISED:		DWG.# 05309SK EL EASMT
CHECKED:	T.P.B.	SHEET 2 OF 2
APPROVED:	T.P.B.	
SCALE: 1" = 40'		COPYRIGHT © MARCH, 2025

EXHIBIT E
SKETCH

See attached.



**EXHIBIT F
CPI RIDER**

1. All terms defined in the Agreement to which this Rider is attached, have the same meaning herein. Further, as used in this Rider, the following terms have the following meanings:
 - 1.1. *Adjusted Rent* – The Adjustment Amount plus the Preceding Rent..
 - 1.2. *Adjustment* – An adjustment to Base Rent pursuant to this Rider.
 - 1.3. *Adjustment Amount* – The Adjustment Multiplier multiplied by the Preceding Rent..
 - 1.4. *Adjustment Date* – As defined in paragraph 2 of this Rider.
 - 1.5. *Adjustment Multiplier* – A number determined pursuant to the following formula: (New Comparison Index less Preceding Comparison Index) divided by Preceding Comparison Index.
 - 1.6. *Base Index* – The CPI in effect upon the Rent Commencement Date.
 - 1.7. *CPI* – Means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, 1982-84 = 100 reference base, published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-84 = 100 as a reference base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would have resulted had the change not occurred. If the CPI ceases to be published, the remaining Adjustments called for in this Rider shall be made using the statistics of the Bureau of Labor Statistics of the United States Department of Labor that are most nearly comparable to the CPI. If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or ceases to publish statistics concerning the purchasing power of the consumer dollar during the term of this Agreement, the remaining Adjustments called for in this Rider shall be made using the most nearly comparable statistics published by a recognized financial authority selected by Lessor in its sole discretion.
 - 1.8. *New Comparison Index* – The CPI in effect on the second calendar month before the pending Adjustment Date.
 - 1.9. *Preceding Rent* – (a) As to the first Adjustment, the Base Rent prior to any Adjustment; and (b) as to each subsequent Adjustment, the Adjusted Rent as adjusted pursuant to the preceding Adjustment..
 - 1.10. *Preceding Comparison Index* – (a) As to the first Adjustment, the Base Index; and (b) as to subsequent Adjustments, the CPI utilized for the preceding Adjustment.
2. Commencing with the first anniversary of the Commencement Date, and on each subsequent anniversary thereafter, the Base Rent will be subject to Adjustment as of each anniversary (the "Adjustment Date") for proportionate increases in the CPI.
3. On each Adjustment Date, the Base Rent shall each be adjusted by adding the Adjustment Amount to the Preceding Rent.

ATTACHMENT A

4. In no event shall the Base Rent ever decrease below its corresponding Preceding Rent.
5. Any delay or failure of Lessor in computing the adjustment, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay Adjusted Rent from the applicable Adjustment Date.

EXHIBIT G
MEMORANDUM

Prepared by, return to:
Gulfstream Towers
127 W. Fairbanks Avenue, #469
Winter Park, FL 32789

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (“Memorandum”) is entered into between Freedom Crossings South Tower, LLC, a Florida limited liability company (“Lessor”) and Gulfstream Towers Holding Company, LLC, a Florida limited liability company (“Lessee”). Lessor and Lessee entered into a Lease Agreement (“Agreement”) on _____, 2025, for the purpose of installing, operating and maintaining a communications tower facility and other improvements. The terms and conditions of which are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of non-exclusive perpetual easements located in the County of Marion, State of Florida, which are described in **Exhibit A** annexed hereto (the “Premises”). Lessor leases the Premises to Lessee for an initial term of 5 years, commencing on _____, 2025, subject to 9 additional 5-year terms by Lessee.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the last date set forth below.

LESSOR:
Freedom Crossings South Tower, LLC, a Florida limited liability company

By: _____
John S. Rudnianyn, Manager

Witness: _____

Print Name: _____

LESSEE:
Gulfstream Towers Holding Company, LLC, a Florida limited liability company

By: _____
Michael Burkhead, President

Witness: _____

Print Name: _____

Attach:
Exhibit A – Description of Parent Tract
Exhibit B – Description of Premises

P:\JG\Rudnianyn John\Gulfstream Tower Lease\Lease\FL301 Gulfstream Lease JG FINAL.docx



February 2, 2026

Marion County Board of County Commissioners
Growth Services / Planning & Zoning
2710 E. Silver Springs Blvd
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601
Re: FL301 - SE 25th Avenue, Ocala, FL 34471

To Whom it May Concern:

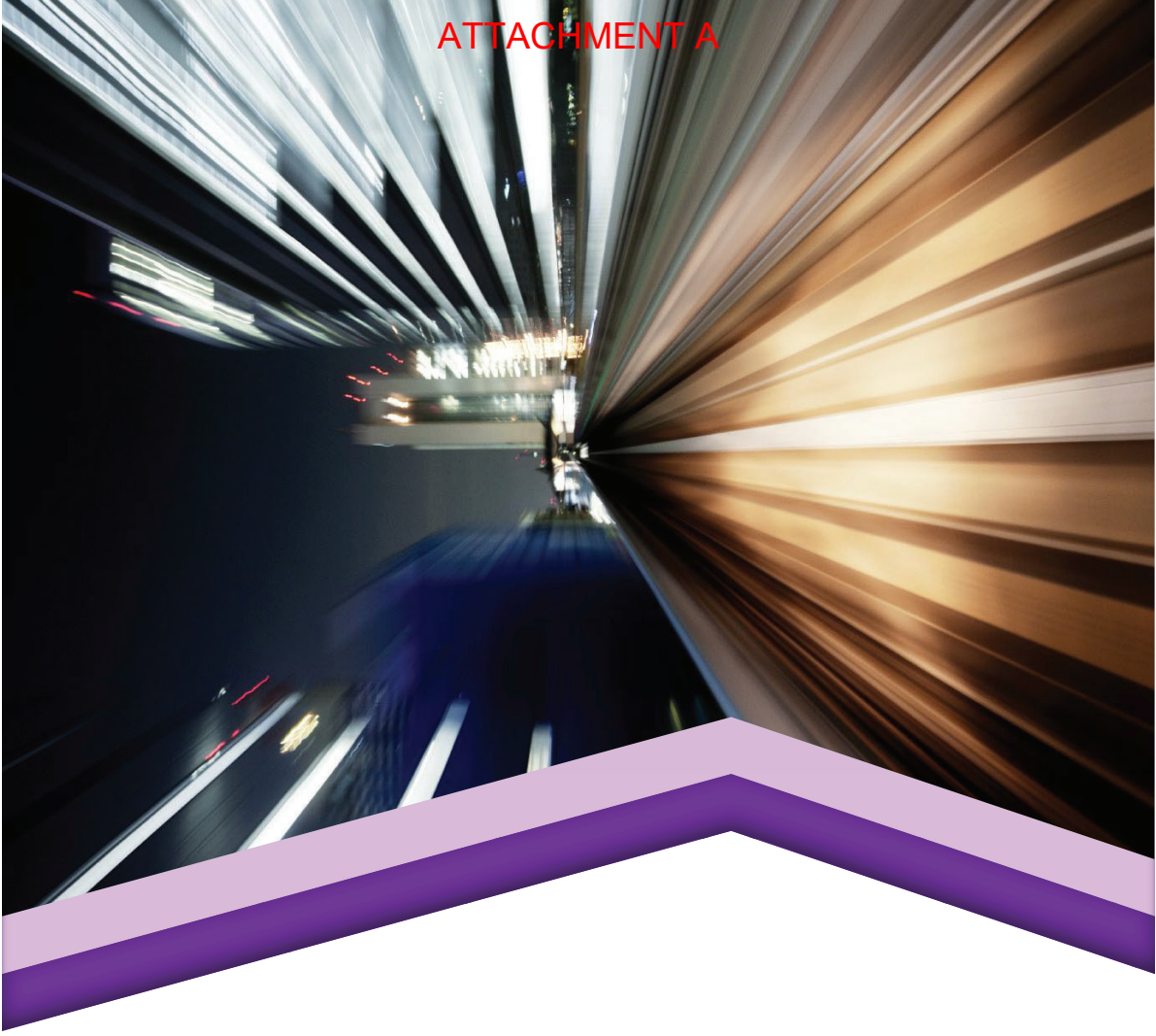
I, Cristine Korowajczuk, RF engineer at CelPlan Technologies have analyzed the proposed location for tower FL301 and have determined that construction and placement of the tower (details indicated below) will not interfere with public safety communication and the usual and customary transmission or reception of radio, television, or other communication service.

FL301
SE 25th Avenue
Ocala, FL 34471
Latitude 29°04'56.47" N / Longitude 82°12'55.38" W

Sincerely,

A handwritten signature in black ink, appearing to read "Cristine Korowajczuk".

Cristine Korowajczuk
RF Engineer



FL301

Gulfstream Towers

February 19, 2026

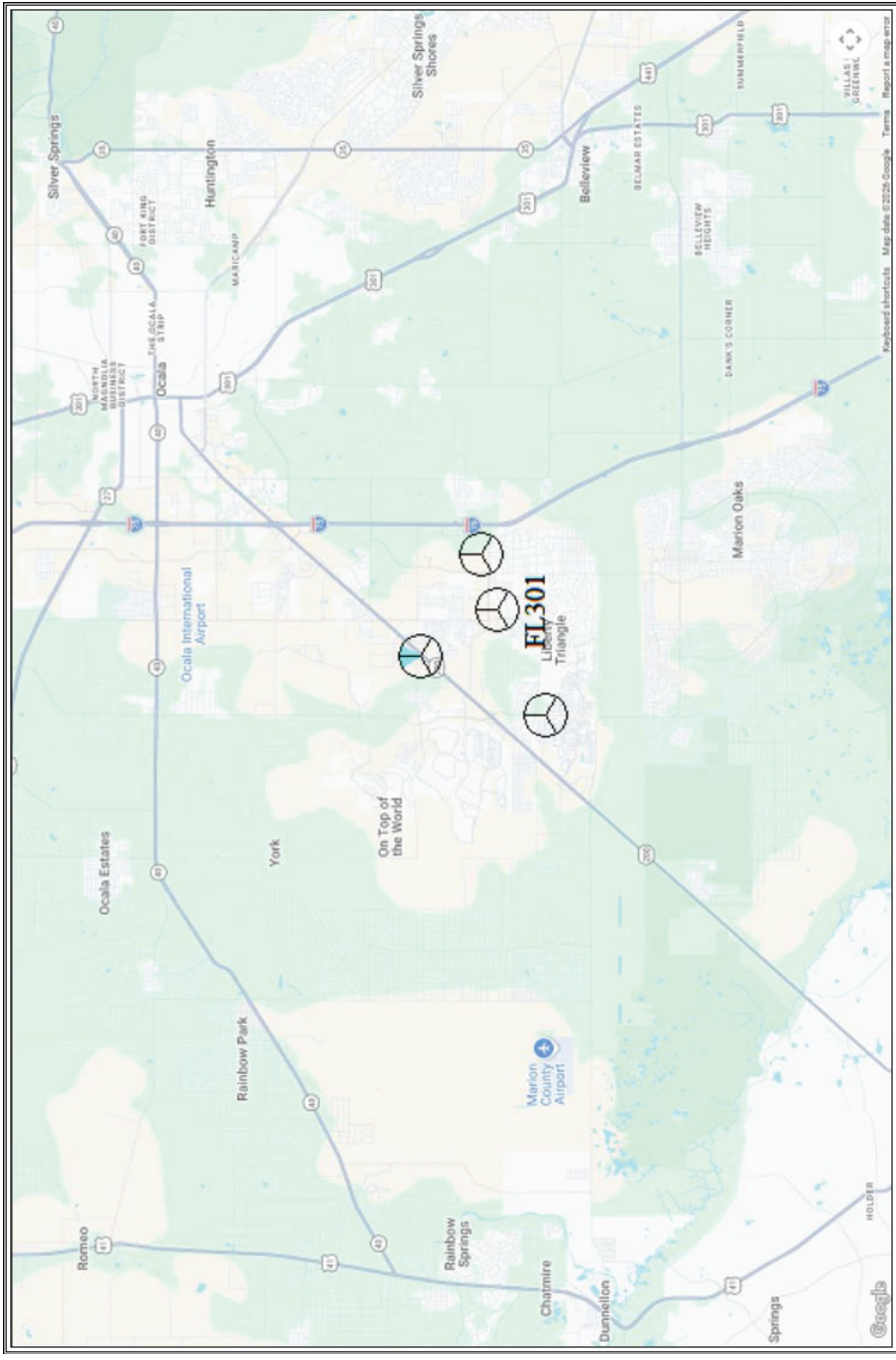
Sites Configuration

Name	Latitude			Longitude			EIRP (dBm)	Antenna Height (ft)	Azimuth	
FL301	29	4	56.47	N	82	12	55.38	W	180	0, 120, 240
A	29	6	20.23	N	82	13	52.02	W	170	0, 120, 240
B	29	4	3.73	N	82	15	6.78	W	180	0, 120, 240
C	29	5	14.02	N	82	11	44.63	W	180	0, 120, 240

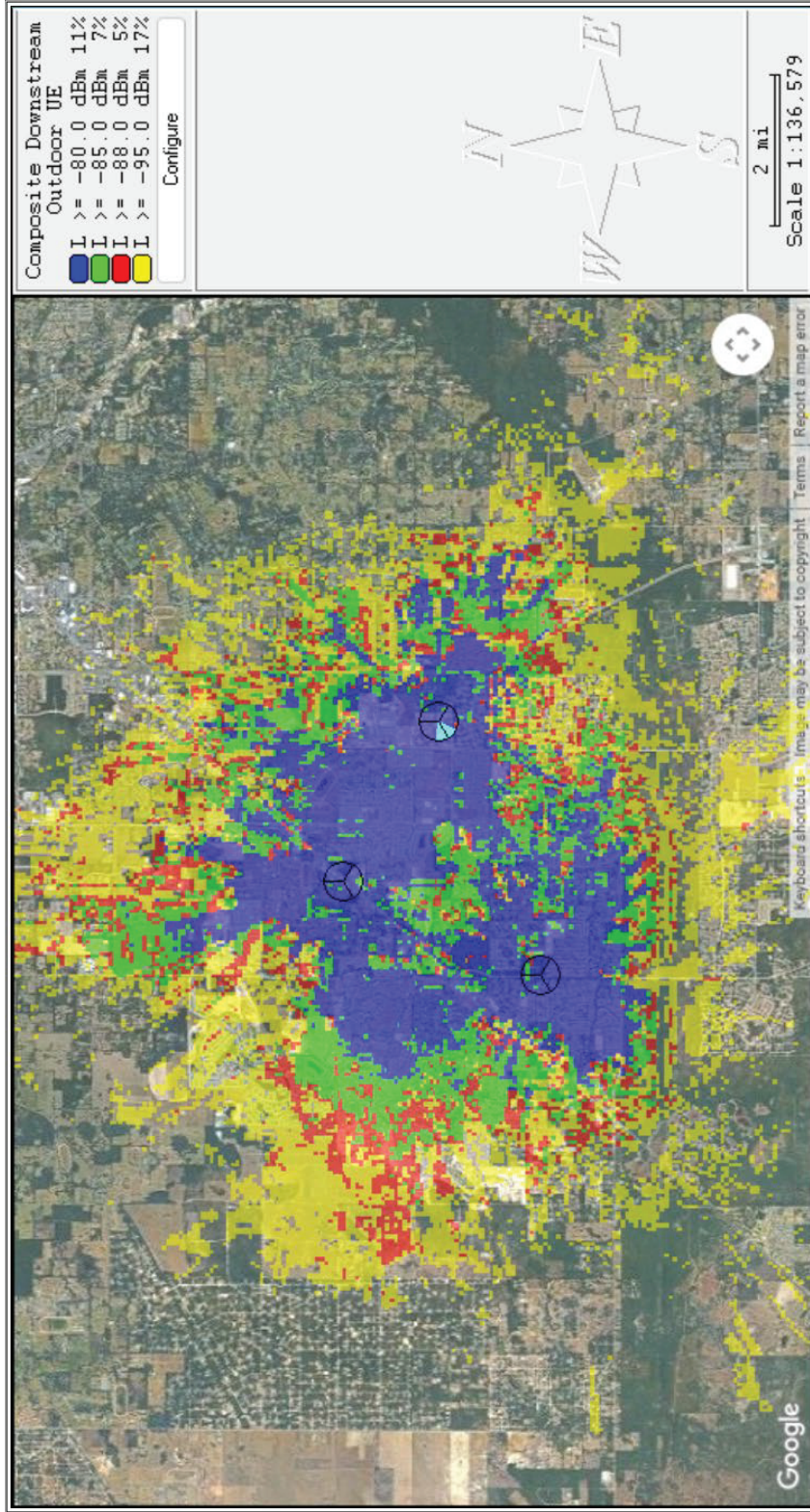
Cell Sites



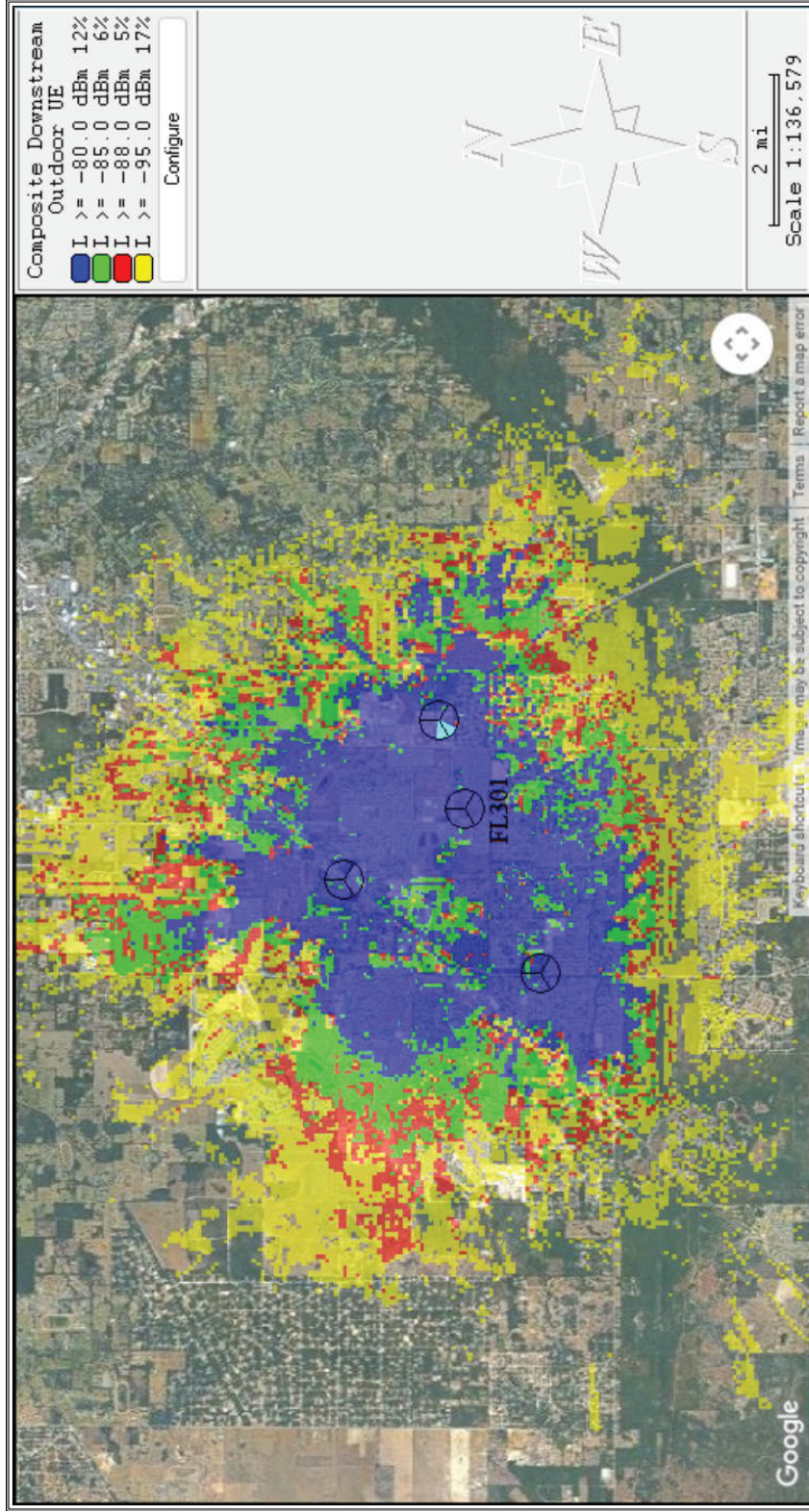
Cell Sites



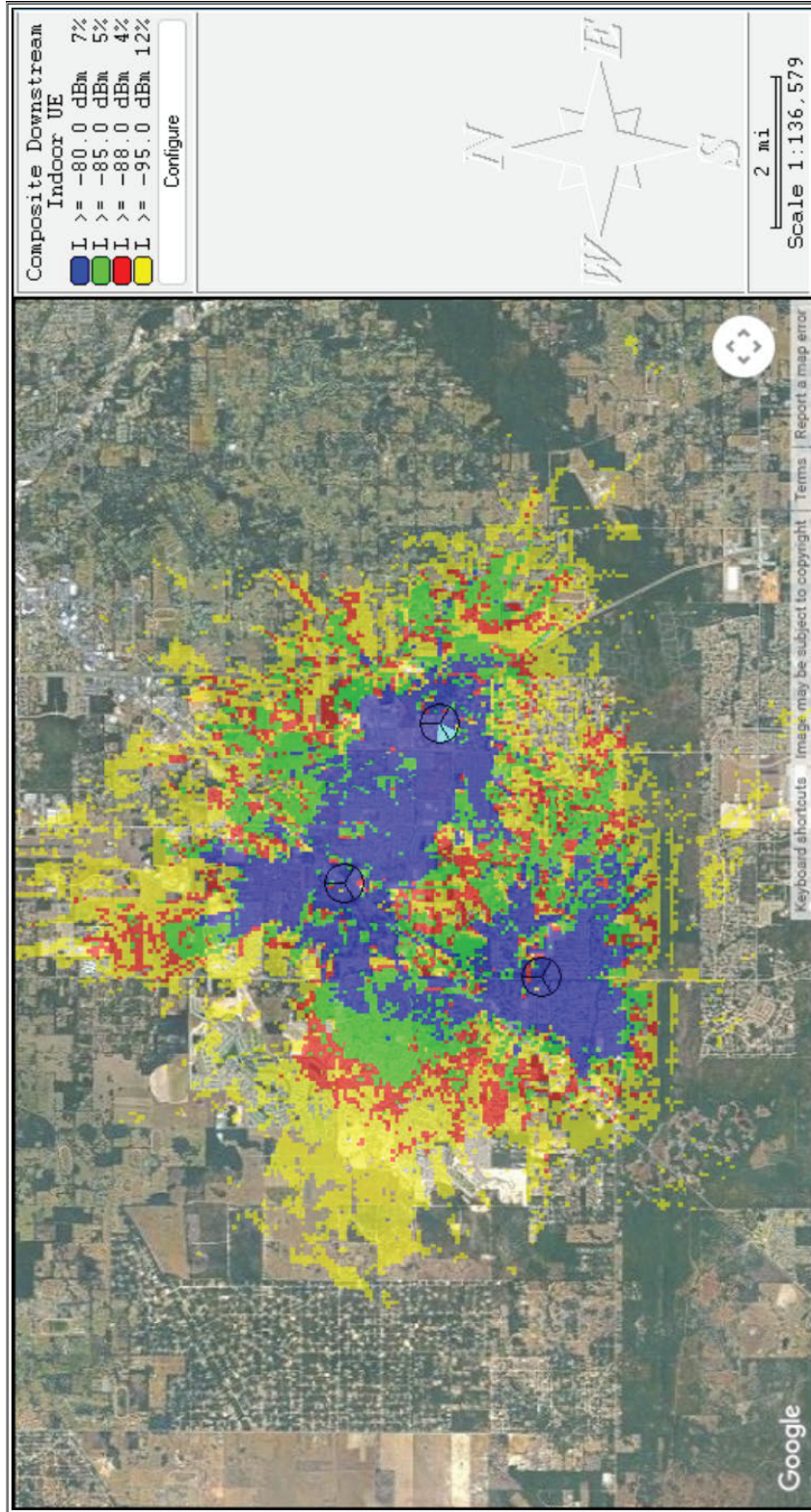
Outdoor Terminal – Existing Sites – 2100 MHz



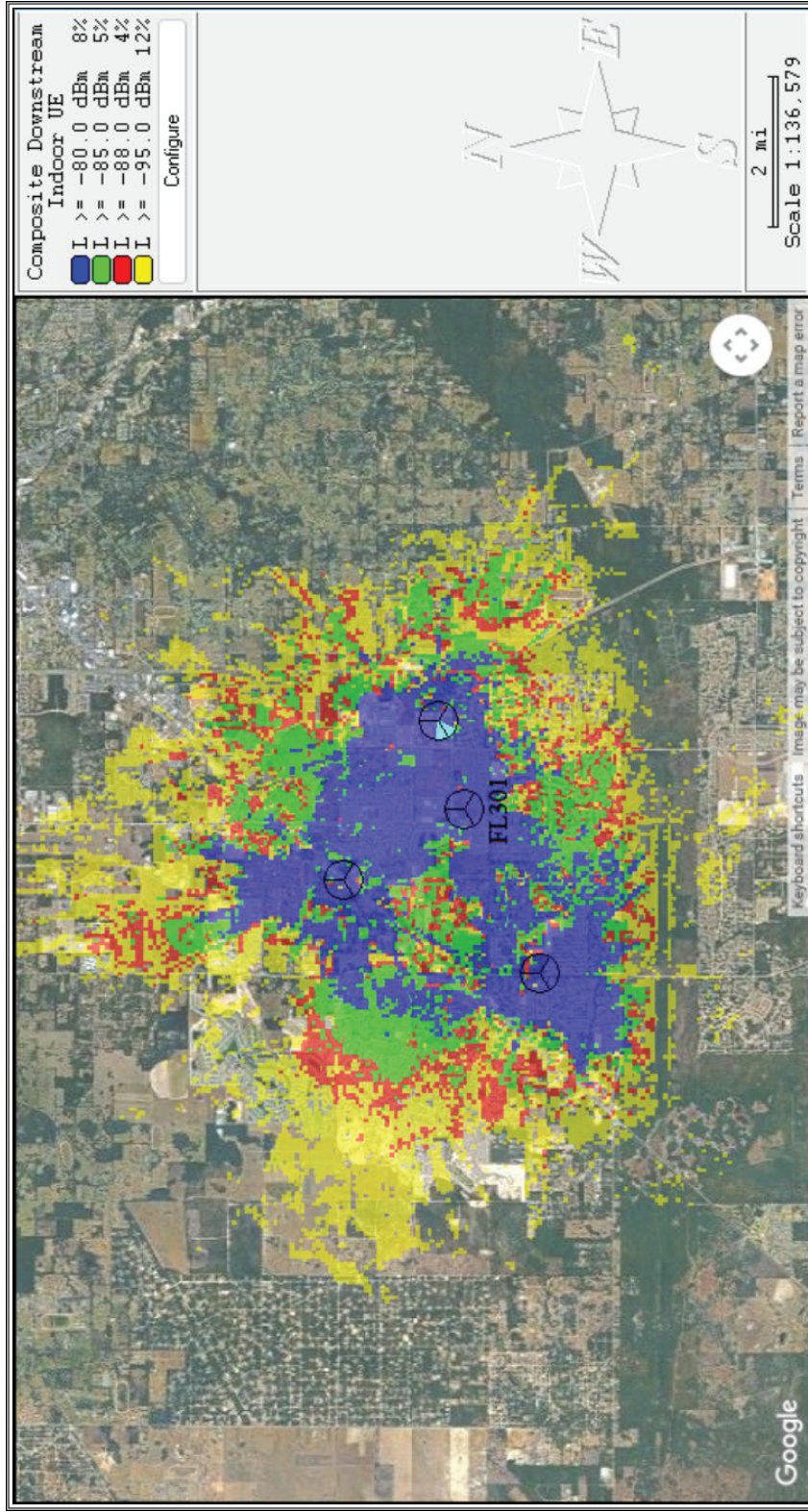
Outdoor Terminal – Existing Sites + FL301 – 2100 MHz



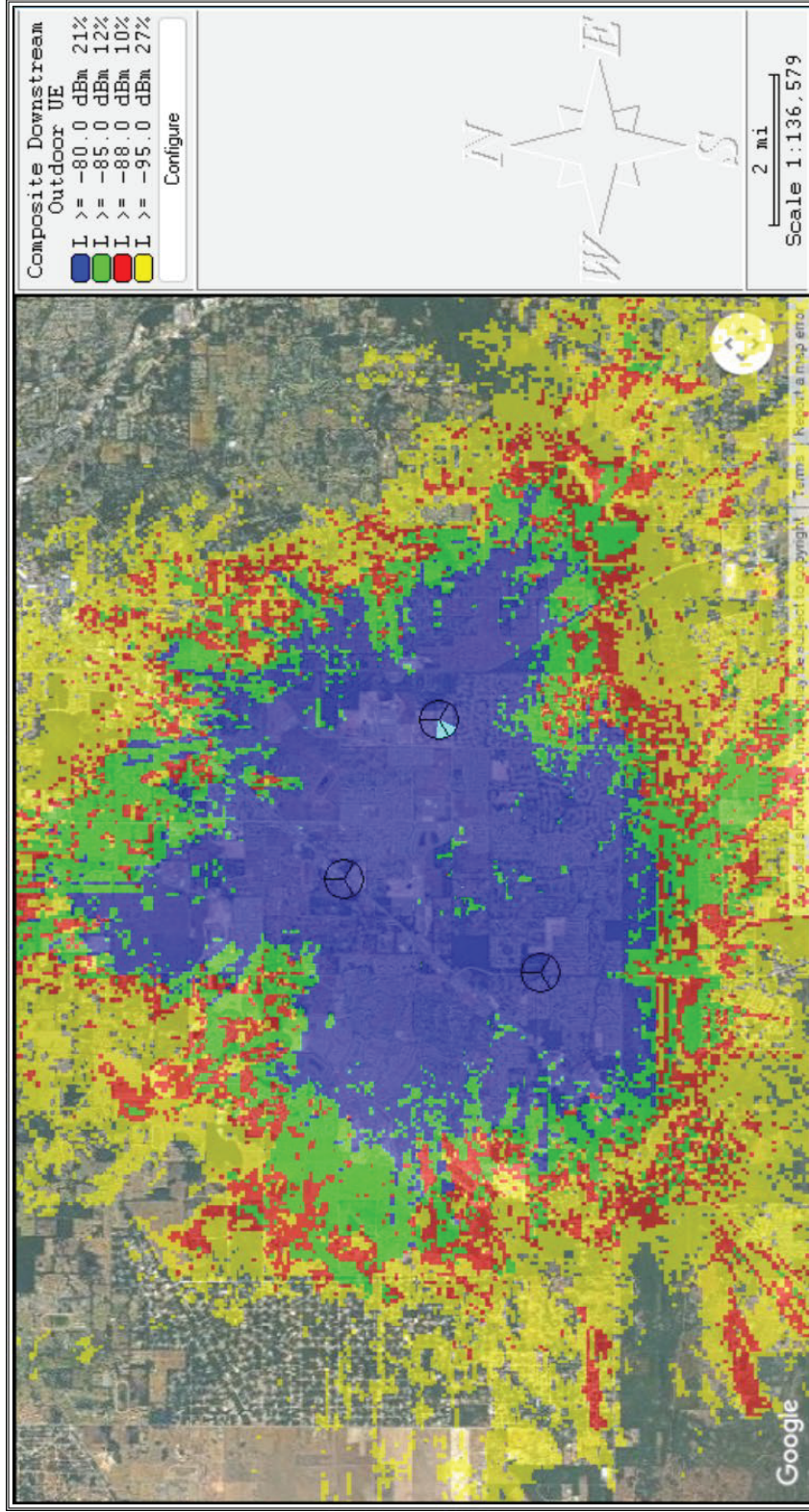
Indoor Terminal – Existing Sites – 2100 MHz



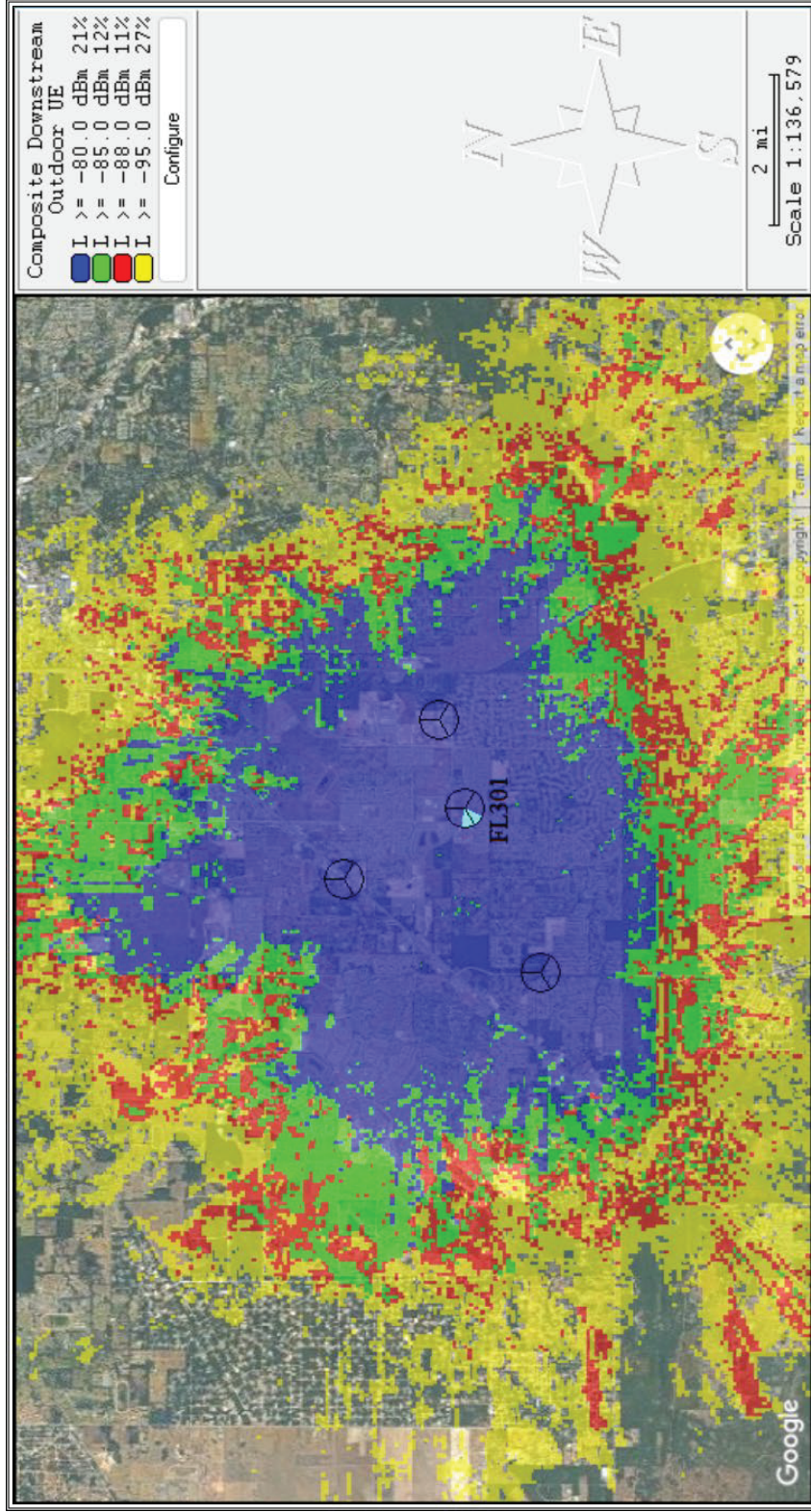
Indoor Terminal – Existing Sites + FL301 – 2100 MHz



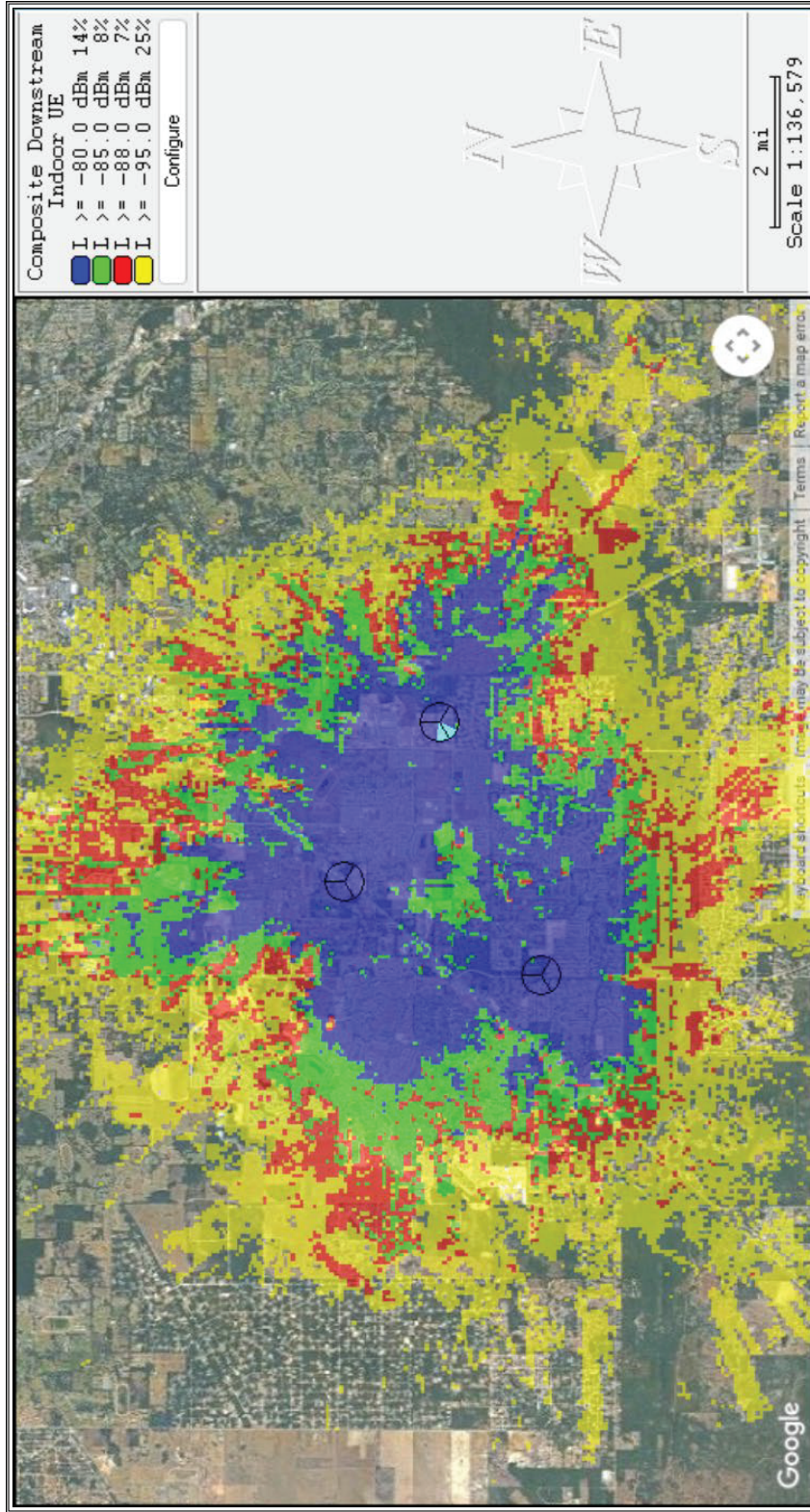
Outdoor Terminal – Existing Sites – 1900 MHz



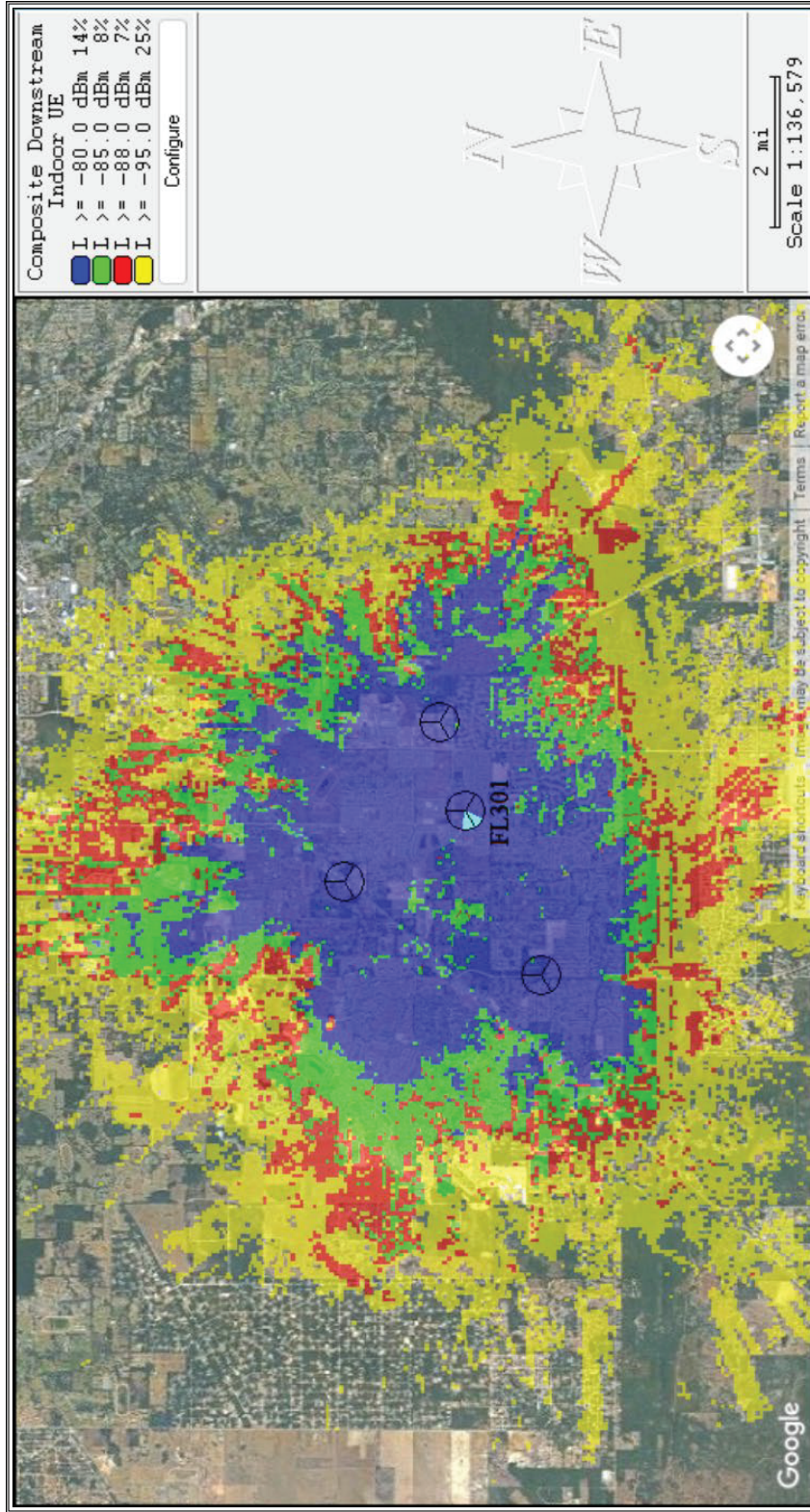
Outdoor Terminal – Existing Sites + FL301 – 1900 MHz



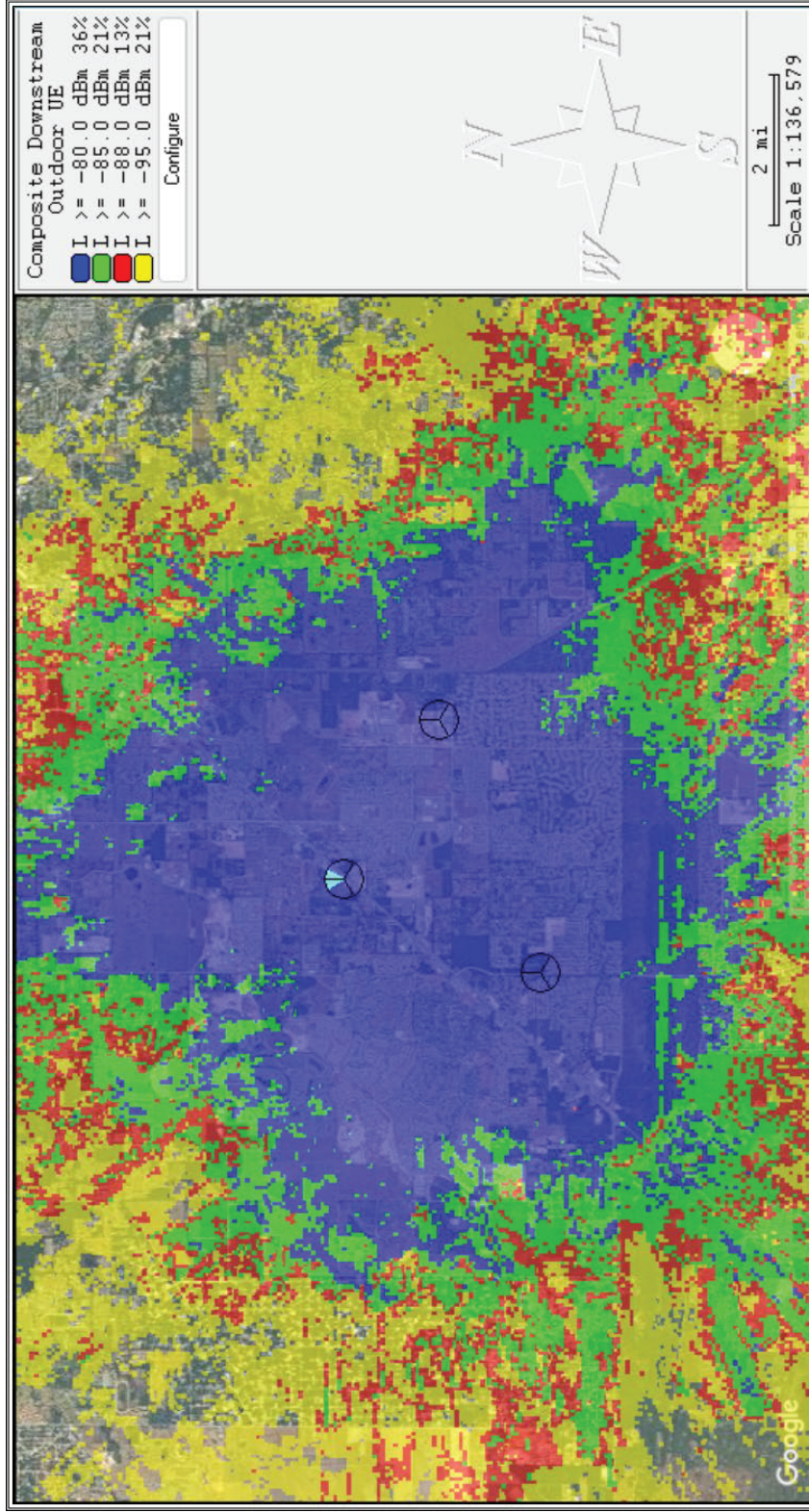
Indoor Terminal – Existing Sites – 1900 MHz



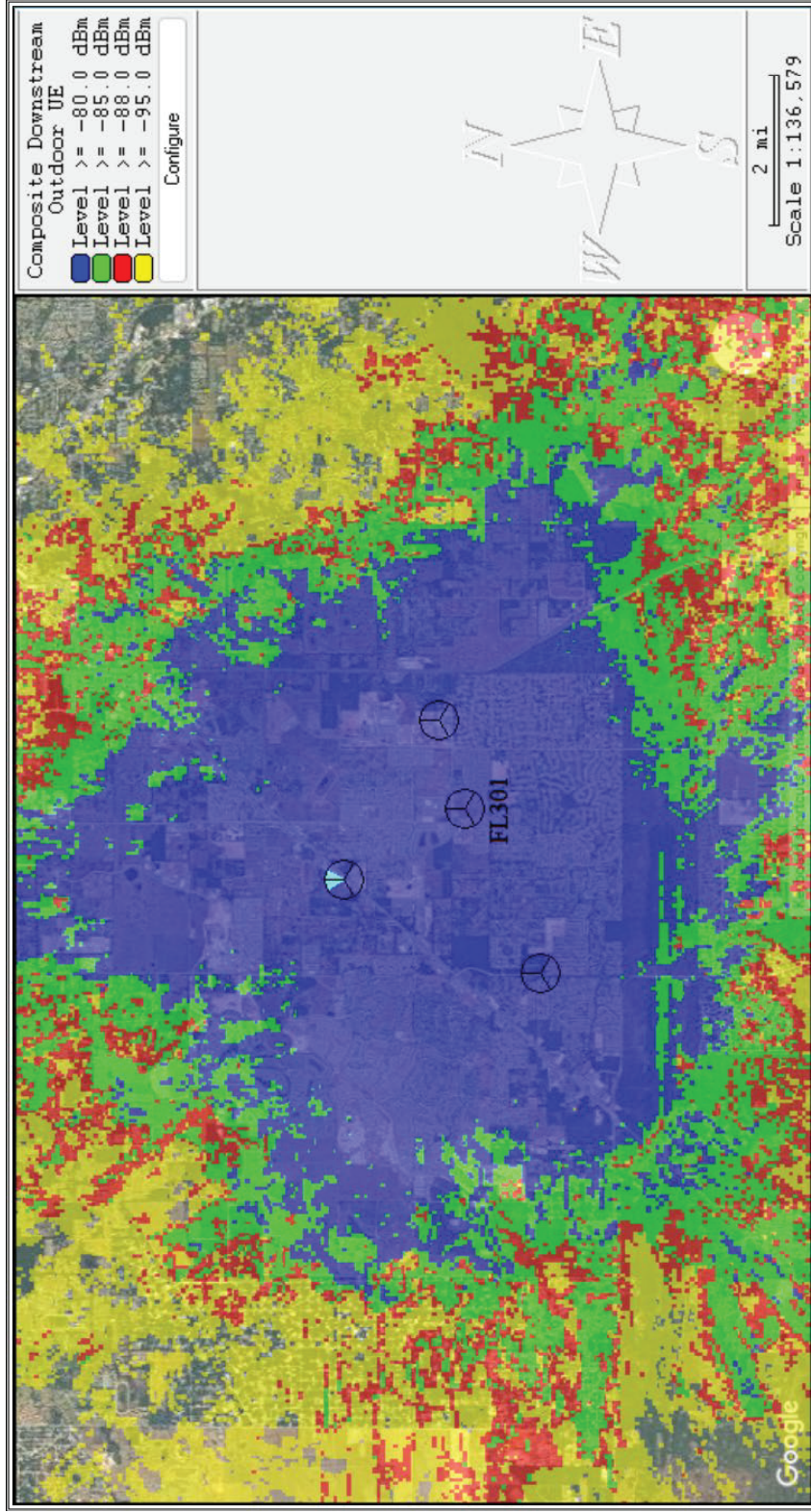
Indoor Terminal – Existing Sites + FL301 – 1900 MHz



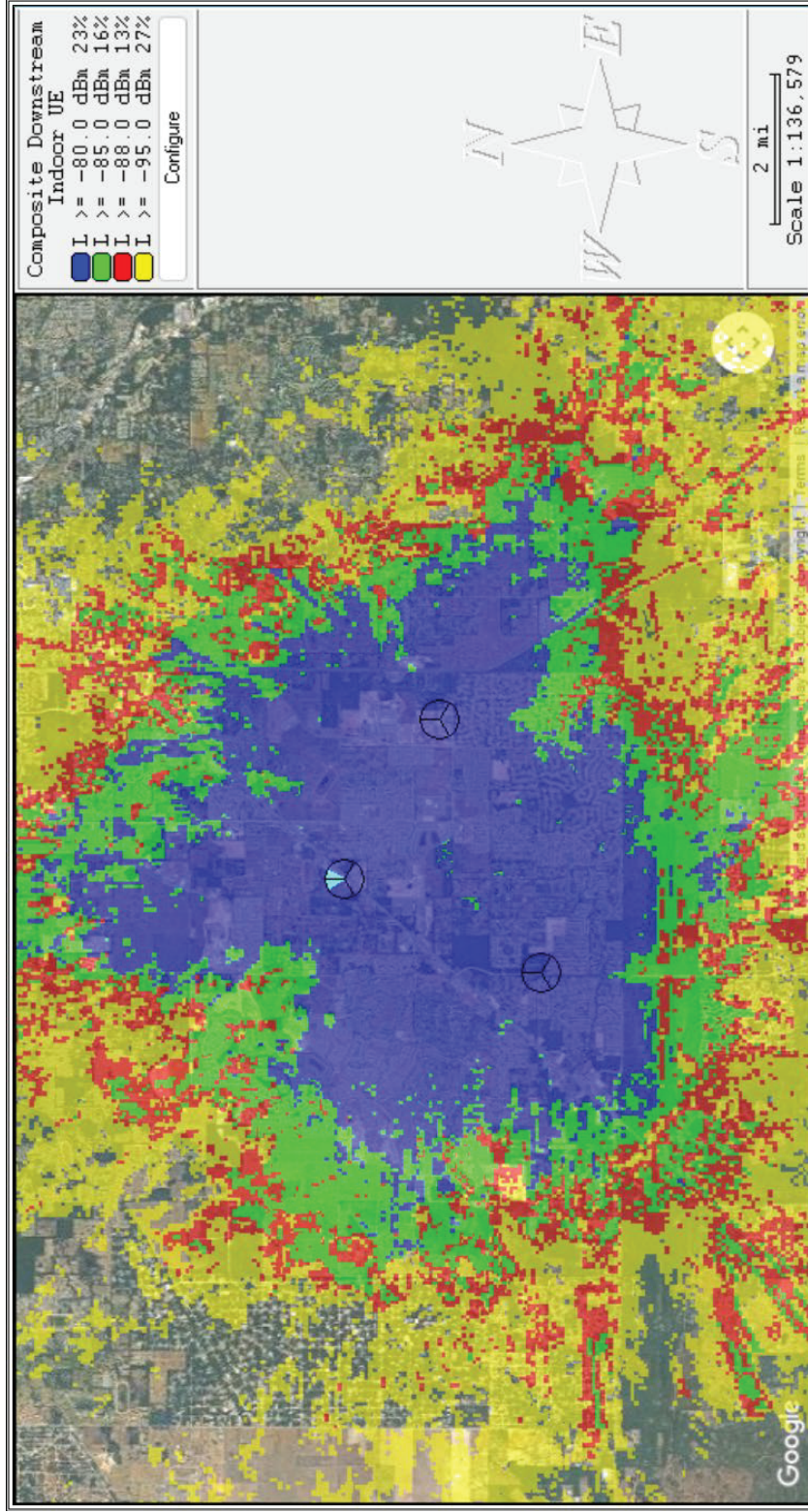
Outdoor Terminal – Existing Sites – 700 MHz



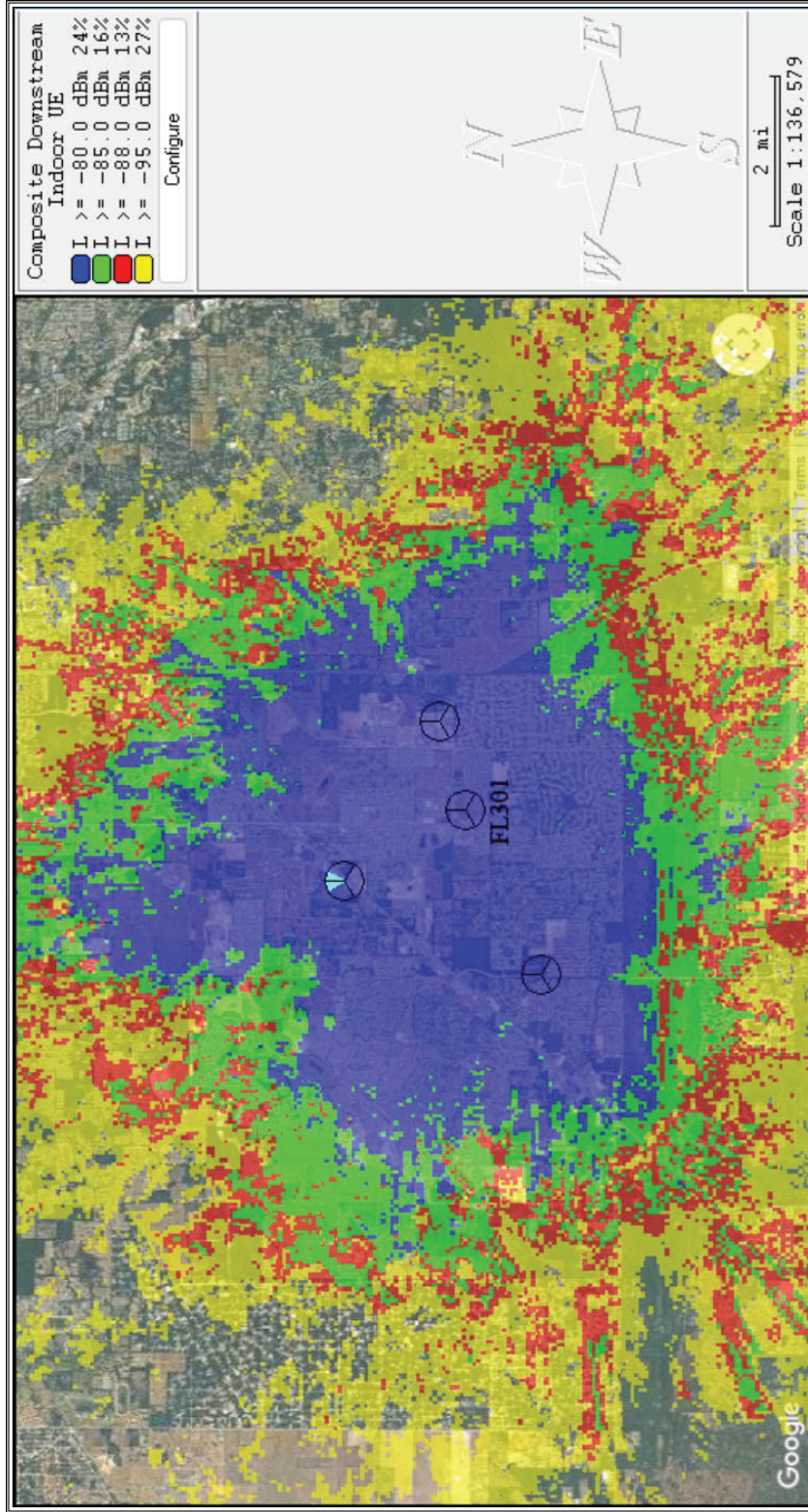
Outdoor Terminal – Existing Sites + FL301 – 700 MHz



Indoor Terminal – Existing Sites – 700 MHz



Indoor Terminal – Existing Sites + FL301 – 700 MHz



Project Assumptions

- Frequency = 2.1 GHz/ 1.9 GHz/ 700 MHz
- Estimated Propagation Model for 2.1 GHz/ 1.9 GHz/ 700 MHz, based on measurements for medium sized US city
- 1 arcsec (30m) GIS (terrain and clutter)
- WGS84 used for coordinates
- 2 Service classes: outdoor/indoor
 - User terminal antenna 0 dBi, 4 ft
 - Fading margin = 10.2 dB (outdoor) and 14.4 dB (indoor)
 - 95% area probability for fading considerations
 - Human body attenuation of 3 dB applied
 - 6 dB penetration attenuation for indoor terminals



2 mi

FL301 Freedom Crossings

2-Mile Radius

170 MONO

245 SST

220 GUY

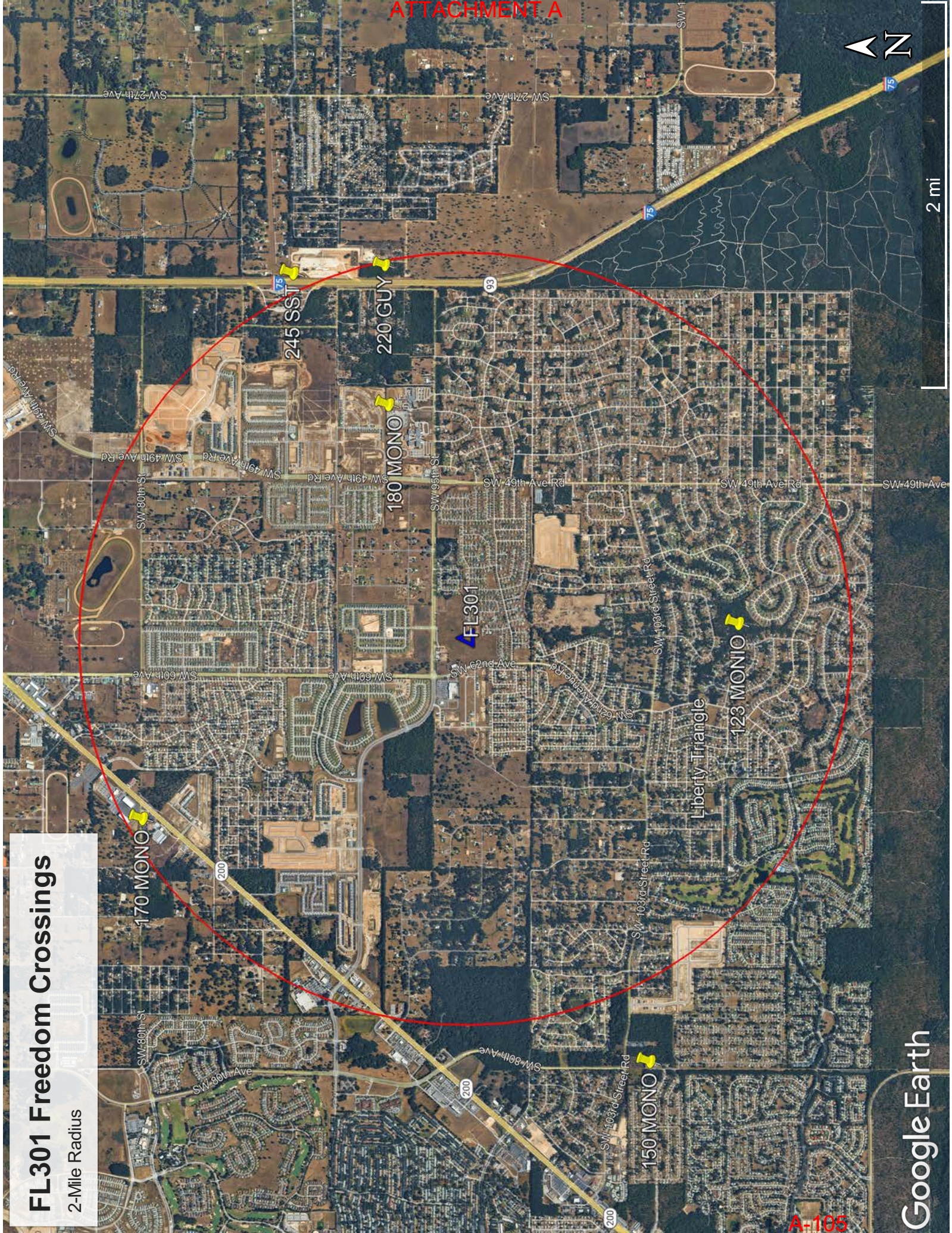
180 MONO

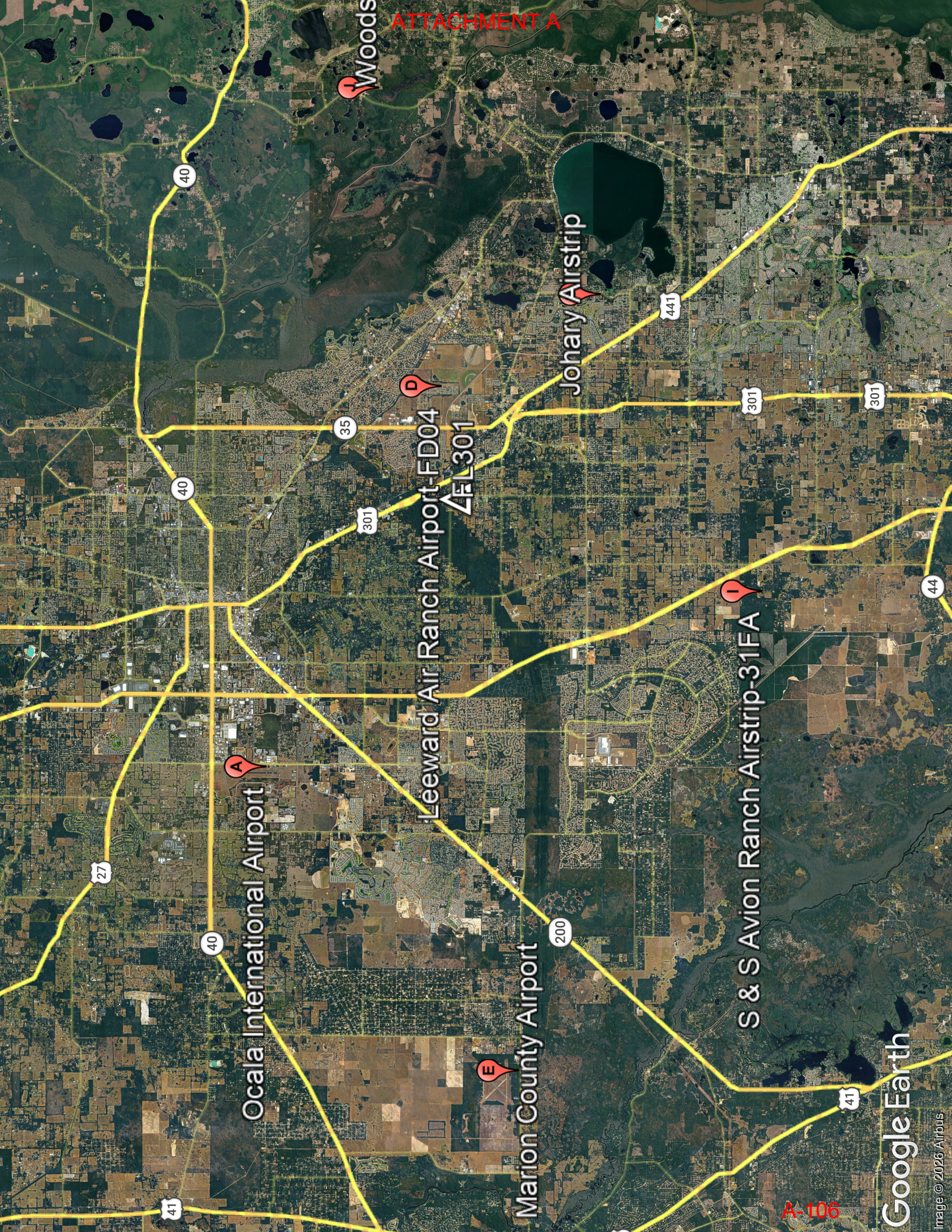
FL301

123 MONO

Liberty Triangle

150 MONO





Ocala International Airport

Marion County Airport

Leeward Air Ranch Airport-FD04

S & S Avion Ranch Airstrip-31FA

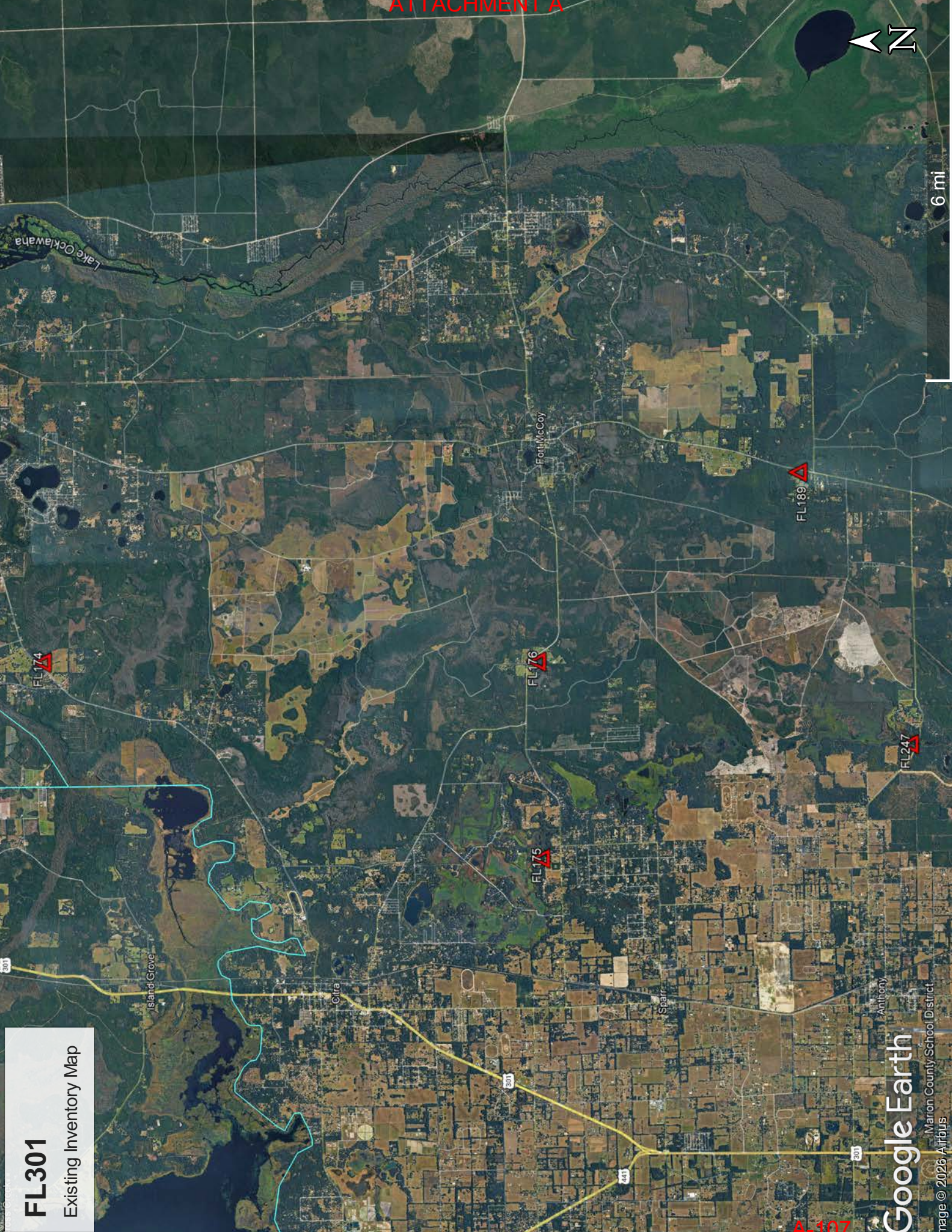
Johary Airstrip

Woods

A-106



6 mi



FL301
Existing Inventory Map

Google Earth

Marion County School District
Image © 2026 Airbus