

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by SCHOOL BOARD OF PINELLAS COUNTY, Florida, a body corporate of the State of Florida, having a mailing address of 301 4<sup>th</sup> Street, SW, Largo, Florida 33770 ("**Landlord**") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("**Tenant**"), having a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A**, together with all rights and privileges arising in connection therewith, located at 4725 Bay Pines Terrace, Madeira Beach, in the County of Pinellas, State of Florida (collectively, the "**Property**", as described on **Exhibit A** as the "Parent Parcel"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

### 1. LEASE OF PREMISES.

(a) Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1,142 square feet, including without limitation, the air space above such ground space that includes Landlord's existing communication tower ("Tower") as described on attached **Exhibit A** (the "**Premises**", as described on **Exhibit A** as the "Premises" and "Crown Tower Parcel").

(b) Tenant understands that T-Mobile (or an entity that is affiliated or otherwise related to T-Mobile, such entity being referred to herein as "**T-Mobile**") has facilities located on the Tower under a direct lease with Landlord. Tenant agrees that (i) T-Mobile may continue its inhabitation on the Tower for as long as Landlord and T-Mobile have a direct lease for such equipment, and such lease may be extended from time to time, subject to the terms of this Agreement, and (ii) any modifications made to T-Mobile's equipment located on the Tower as of the date of this Agreement shall not substantially decrease the remaining (1) rentable space on the Tower or (2) structural capacity of the Tower.

(c) Pursuant to Section 4(b) and Section 16 of this Agreement, from and after the date of this Agreement Tenant has the sole and exclusive right to sublease or license use of all or any portion of the Premises or the Tower.

### 2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (e.g., a tower), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in

compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter, tower, or cabinet and communication lines from the Property’s main entry point to the equipment shelter, tower, or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant’s expense. Tenant has the right to modify, supplement, replace, repair, upgrade, or expand the equipment, including, without limitation, increasing the number of antennas, or relocate the Communication Facility within the Premises, at any time during the term of this Agreement. Additionally, Tenant will be allowed to make any such alterations to the Property to ensure that Tenant’s Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility in a manner that requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, if Landlord determines, in its reasonable discretion, that letting of the Additional Property will not detrimentally affect Landlord’s use of the Property, upon the same terms and conditions set forth herein. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(b) Tenant shall be required to comply with all applicable federal, state or local laws, rules, and regulations when performing the Permitted Use, including, without limitation, complying with any such laws, policies and/or procedures promulgated by the Landlord regarding permitting, engineering, and inspections related to the Permitted Use..

### 3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on May 28, 2017 (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the “**Term**”).

### 4. **RENT.**

(a) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any



charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(b) Colocation. From and after the date of this Agreement, should Tenant wish to collocate equipment of another provider on the Premises, Tenant must obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant's request to Landlord for consent shall include the rental amount that Tenant expects to receive for such collocation ("**Collocation Rent**"). In lieu of any other rent under the terms of this Agreement, if after the date of this Agreement Tenant enters into a sublease, license or grants a similar right of use or occupancy in the Premises to a third party (each a "Subtenant"), Tenant agrees to pay to Landlord fifty percent (50%) of the rental, license or similar payments actually received by Tenant from each such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. However, Tenant shall have an obligation to use commercially reasonable efforts to collect such rent. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under this Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants or licensees and any successors and/or assignees of such subtenants or licensees who commenced use and/or sublease of the Property prior to execution of this Agreement shall be expressly excluded from the Additional Rent and Lessor shall have no right to receive any portion of such revenue.

(c) Once per calendar year, Landlord may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Landlord within sixty (60) days after Landlord's receipt of such written request.

(d) Signing Bonus. As additional consideration for entering into this Agreement, Tenant agrees to pay to Landlord a one-time payment of Ten Thousand Dollars (\$10,000.00) within sixty (60) days of full execution of this Agreement by both parties.

## 5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all certificates, permits, licenses and other approvals that Tenant, in its sole discretion, deems necessary for its Permitted Use of the Premises ("**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. If at any time during the Term, Tenant is unable to use the Premises for the Permitted Use in the manner intended by Tenant due to imposed zoning conditions or requirements, or in the event that any Governmental Approval is rejected or any previously issued Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, so that Tenant, in its sole discretion, will be unable to use the Premises for the Permitted Use, Tenant shall have the right to terminate this Agreement upon providing notice to Landlord.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

Tenant shall provide reasonable prior notice to Landlord of the date and the approximate time that Tenant's surveyor is scheduled to enter the Property to perform the survey.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. The required limits may be met by a combination of primary and excess or umbrellas policies. Tenant's CGL insurance and excess or umbrella policies, as applicable, shall contain a provision including Landlord as an additional insured. Tenant shall provide Landlord with a certificate evidencing such coverage annually upon a policy's renewal. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). Tenant shall notify Landlord in writing of such election and in the event



Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or any of Landlord's contiguous, adjoining or surrounding property ("**Surrounding Property**") that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **LIABILITY.** Tenant and Landlord agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that Landlord's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Landlord, except as otherwise provided by applicable law, nor shall anything herein be construed as consent by Landlord to be sued by any third party for any cause or matter arising out of or related to this Agreement.

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Subject to the limitations set forth in Section 768.28, Florida Statutes, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant. Nothing herein is intended as a waiver of sovereign immunity by Landlord, except as otherwise provided by applicable law.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole



determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over that portion of the Property, more specifically described in **Exhibit A ("Easement Area"**, as described on **Exhibit A** as the "Access", "20' Wide Non-Exclusive Ingress, Egress and Utility Easement" and "10' Wide Easement") for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises ("Access"). As may be described more fully in **Exhibit A**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit B**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

Notwithstanding the foregoing in Section 12(a), the Tenant agrees to fully comply with the Jessica Lunsford Act and/or any other applicable Florida laws relating to the requirement to perform background screening for any of Tenant's employees performing work on the Property. Information may be obtained on the Landlord's website at <http://www.pcsb.org/jlahome.html>. Further, Tenant agrees to indemnify and hold the Landlord, its officers, agents, and employees, harmless from and against any and all liability, damages, actions, and/or claims whatsoever, including but not limited to attorneys' fees and court costs, arising out of, relating to, accruing or sought against Landlord as a result of the failure or refusal of Tenant to fully comply with such laws. Tenant's indemnification and hold harmless obligations herein shall survive termination of this Agreement. Should there be any third party acting under or on behalf of Tenant that wishes to access the Property for any reason and fails to have the necessary background screening required under the Jessica Lunsford Act and/or any other applicable Florida laws, said party shall not access the Property during the restricted times set forth in such laws.

13. **REMOVAL OF EQUIPMENT.** The support structure(s) constructed and/or provided by Landlord (i.e., the tower(s)) prior to the date of this Agreement, any buildings placed on the Property by Tenant prior to the date of this Agreement, the HVAC system within said buildings, and the emergency generator placed on the Property by Tenant prior to the date of this Agreement are Landlord's personal property and may not be removed by Tenant at any time during or after the Term. Landlord shall be responsible for removing such personal property upon expiration or earlier termination of this Agreement. Any other items comprising the Communications Facility or any other equipment located on the Premises is the personal property of Tenant or its subtenants or licensees, including, without limitation antennas, and may be removed by Tenant or its subtenants or licensees at any time during the Term and shall be removed within 180 days after the expiration or earlier termination of this Agreement. In the event any such subtenant or licensee fails to remove its equipment as provided for herein, Tenant shall be required to remove same at its sole cost and expense.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises, including Landlord's existing tower and facilities supporting the tower, including the generator, in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property surrounding the Premises and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is going to be for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, if arising from acts, omissions or events that are beyond the reasonable control of Landlord, of such utilities services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond the cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of



such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, except when consent is required under Section 4(b). Upon notification to Landlord of any such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                      Crown Castle Towers 06-2 LLC  
    c/o Crown Castle USA Inc.  
    Attn: Legal-Real Estate Department  
    2000 Corporate Drive  
    Canonsburg, Pennsylvania 15317-8564

If to Landlord:                    School Board of Pinellas County, Florida  
    TIS Department  
    301 4th Street SW  
    Largo, FL 34643

With a copy to:                    School Board of Pinellas County  
    Attn: Norman Kelton  
    301 4th St SW  
    Largo, FL 33770

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours of receiving said notice. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication

Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Collocation Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.



(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

Crown Castle Towers 06-2 LLC  
c/o Crown Castle USA Inc.  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. Sale of Property**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to

Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit C**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.



(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, special, or punitive damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of Crown Castle Towers 06-2 LLC, a Delaware limited liability company, using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**[SIGNATURES APPEAR ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**“LANDLORD”**

School Board of Pinellas County, Florida,  
a body corporate of the State of Florida

Witnessed by:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnessed by:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

**“TENANT”**

Crown Castle Towers 06-2 LLC,  
a Delaware limited liability company

Witnessed by:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnessed by:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

Approved As To Form:

  
\_\_\_\_\_  
School Board Attorneys Office

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of Crown Castle Towers 06-2 LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## **EXHIBIT A**

### **DESCRIPTION OF PREMISES**

The Parent Parcel is legally described as follows:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N 00°34'24" E, 139.34 FEET; THENCE S 41°58'57" W, 1399.97 FEET; THENCE S 48°01'03" E, 50.00 FEET; THENCE S 55°03'22" E, 35.21 FEET TO A POINT ON CURVE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 669, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE BY THE FOLLOWING TWO CALLS: 1) ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3744.72 FEET, ARC 263.76 FEET, CHORD N 48°10'34" E, 263.70 FEET TO A POINT OF TANGENCY, 2) N 55°27'03" E, 292.00 FEET; THENCE LEAVING SAID LINE, S 44°47'04" E, 627.43 FEET TO A POINT ON THE SOUTH LINE OF LANDS RECORDED IN OFFICIAL RECORD BOOK 4122, PAGE 1693, PINELLAS COUNTY, FLORIDA; THENCE S 34°56'38" W ALONG SAID LINE, 239.66 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LANDS RECORDED IN OFFICIAL RECORD BOOK 1775, PAGE 142, PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID LINE S 55°03'22" E, 321.64 FEET; THENCE N 86°44'28" W, 340.13 FEET TO A POINT ON THE EASTERLY CITY LIMIT LINE OF MADEIRA BEACH; THENCE N 55°03'22" W, ALONG SAID LINE, 812.24 FEET TO THE POINT OF BEGINNING.

The Premises are described as follows:

THAT PART OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°34'24" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 FOR 139.34 FEET; THENCE SOUTH 41°58'57" WEST FOR 1399.97 FEET; THENCE SOUTH 48°01'03" EAST FOR 50.00 FEET; THENCE SOUTH 55°03'22" EAST FOR 35.21 FEET TO THE MOST WESTERLY CORNER OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 669, AND BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3744.72 FEET, A CENTRAL ANGLE OF 04°02'08" AND A CHORD OF 263.70 FEET THAT BEARS NORTH 48°10'34" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 263.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°27'03" EAST

## EXHIBIT A

### DESCRIPTION OF PREMISES

ALONG SAID NORTHWESTERLY LINE AND ALONG SAID RIGHT OF WAY LINE FOR 292.00 FEET TO THE MOST NORTHERLY CORNER OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL; THENCE SOUTH 44°47'04" EAST ALONG THE NORTHEASTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL FOR 523.53 FEET; THENCE SOUTH 45°12'56" WEST FOR 285.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF A 429 SQUARE FEET LEASE PARCEL, SAID POINT BEING 0.50 FEET NORTHWESTERLY OF THE WESTERLY CORNER OF SAID LEASE PARCEL, AND THE POINT OF BEGINNING; THENCE SOUTH 30°40'27" EAST ALONG SAID NORTHWESTERLY EXTENSION AND ALONG SAID SOUTHWESTERLY LINE FOR 13.50 FEET TO THE SOUTHERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 59°19'33" WEST FOR 26.75 FEET; THENCE NORTH 30°40'27" WEST FOR 2.15 FEET; THENCE SOUTH 59°19'33" WEST FOR 34.50 FEET; THENCE NORTH 30°40'18" WEST FOR 19.00 FEET; THENCE NORTH 58°57'14" EAST FOR 38.50 FEET; THENCE NORTH 78°28'32" EAST FOR 24.08 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,142 SQUARE FEET (0.026 ACRES), MORE OR LESS.

The Access is described as follows:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE N 00°34'24" E, 139.34 FEET; THENCE S 41°58'57" W, 1399.97 FEET; THENCE S 48°01'03" E, 50.00 FEET; THENCE S 55°03'22" E, 35.21 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 669, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3744.72 FEET; THENCE NORTHEASTERLY 263.76 FEET ALONG SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°02'08" (CHORD BEARS N 48°10'34" E, 263.70 FEET); THENCE N 55°27'03" E, 292.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 44°47'04" E, 167.18 FEET; THENCE S 45°12'56" W, 3.70 FEET TO THE POINT OF BEGINNING; THENCE S 44°47'04" E, 17.01 FEET; THENCE S 37°30'17" E, 31.32 FEET; THENCE S 45°57'32" E, 373.56 FEET; THENCE S 58°11'51" W, 292.28 FEET; THENCE S 78°46'18" W, 23.93 FEET; THENCE N 11°13'42" W, 10.00 FEET; THENCE N 78°46'18" E, 22.12 FEET; THENCE N 58°11'51" E, 277.63 FEET; THENCE N 45°57'32" W, 360.93 FEET; THENCE N 37°30'21" W, 31.32 FEET; THENCE N 44°47'04" W, 17.01 FEET; THENCE N 45°57'32" E, 10.00 FEET TO THE POINT OF BEGINNING.

AND



## **EXHIBIT A**

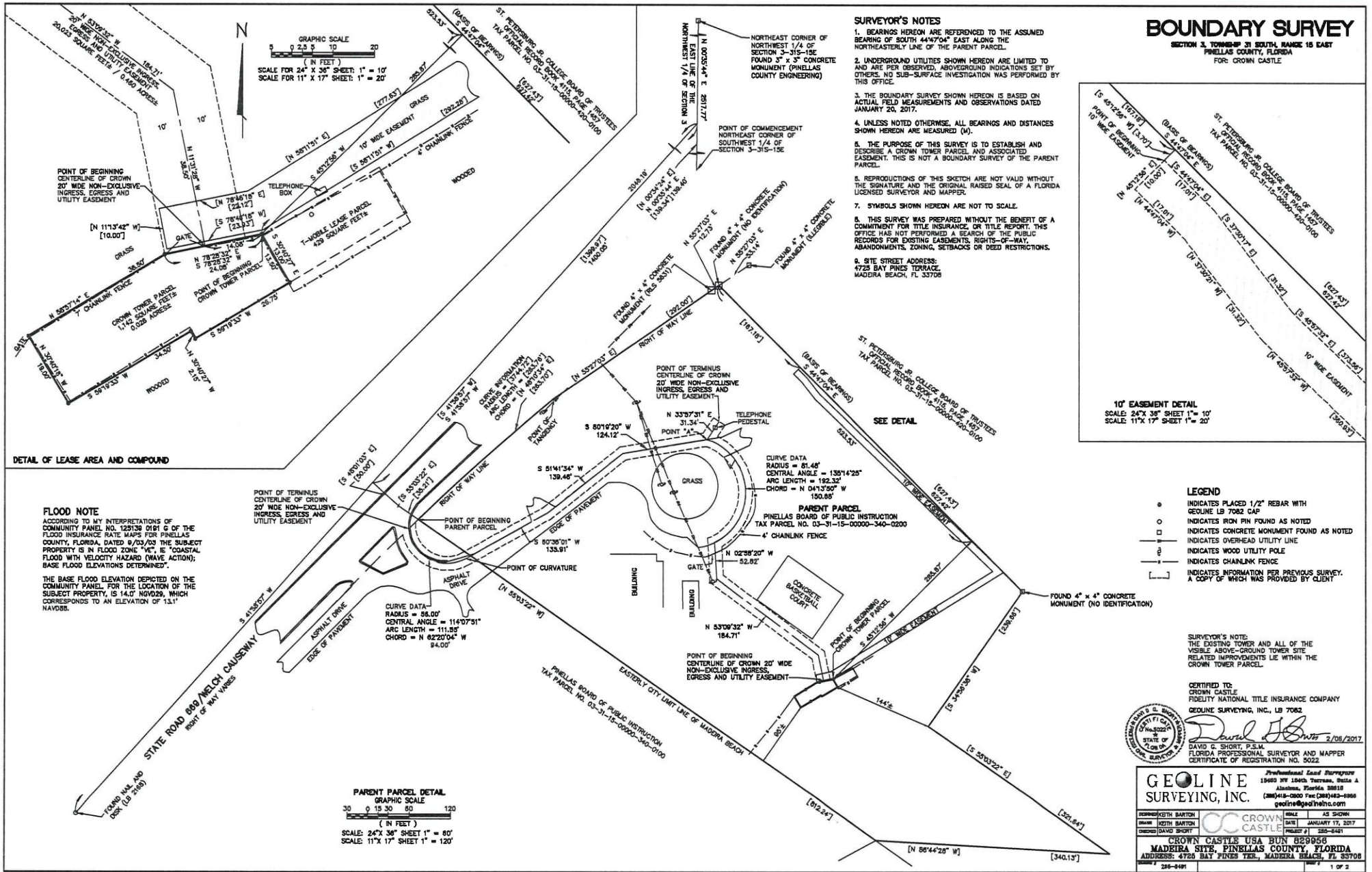
### **DESCRIPTION OF PREMISES**

THAT PART OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCELS (TAX PARCEL NO. 03/31/15/00000/340/0200 AND TAX PARCEL NO. 03/31/15/00000/340/0100), LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°34'24" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 FOR 139.34 FEET; THENCE SOUTH 41°58'57" WEST FOR 1399.97 FEET; THENCE SOUTH 48°01'03" EAST FOR 50.00 FEET; THENCE SOUTH 55°03'22" EAST FOR 35.21 FEET TO THE MOST WESTERLY CORNER OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 669, AND BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3744.72 FEET, A CENTRAL ANGLE OF 04°02'08" AND A CHORD OF 263.70 FEET THAT BEARS NORTH 48°10'34" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 263.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°27'03" EAST ALONG SAID NORTHWESTERLY LINE AND ALONG SAID RIGHT OF WAY LINE FOR 292.00 FEET TO THE MOST NORTHERLY CORNER OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL; THENCE SOUTH 44°47'04" EAST ALONG THE NORTHEASTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL FOR 523.53 FEET; THENCE SOUTH 45°12'56" WEST FOR 285.87 FEET TO THE MOST NORTHERLY CORNER OF AN 1,142 SQUARE FEET TOWER PARCEL; THENCE SOUTH 78°28'32" WEST ALONG THE NORTHERLY LINE OF SAID TOWER PARCEL FOR 14.08 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 11°31'28" WEST FOR 38.50 FEET; THENCE NORTH 53°09'32" WEST FOR 184.71 FEET; THENCE NORTH 02°58'20" WEST FOR 52.82 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 81.48 FEET, A CENTRAL ANGLE OF 135°14'25", AND A CHORD OF 150.68 FEET THAT BEARS NORTH 04°13'45" WEST, FOR 192.32 FEET TO THE END OF SAID CURVE AND POINT "A"; THENCE NORTH 33°57'31" EAST FOR 31.34 FEET TO A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 80°19'20" WEST FOR 124.12 FEET; THENCE SOUTH 51°41'34" WEST FOR 139.46 FEET; THENCE SOUTH 60°36'01" WEST FOR 135.91 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 114°07'51", AND A CHORD OF 94.00 FEET THAT BEARS NORTH 62°20'04" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 111.55 FEET TO AN INTERSECTION WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 20,023 SQUARE FEET (0.460 ACRES), MORE OR LESS.

[ALSO SEE ATTACHED SURVEY]







**EXHIBIT B**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to Crown Castle

Dear Building and Security Staff,

Please be advised that we have signed a lease with Crown Castle permitting Crown Castle to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant Crown Castle and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, Crown Castle representatives may be seeking access to the property outside of normal business hours. Crown Castle representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

---

Landlord Signature



**EXHIBIT C**  
**MEMORANDUM OF LEASE**  
**[FOLLOWS ON NEXT PAGE]**

## MEMORANDUM OF LEASE

Prepared out of State.

Return to:

Crown Castle

1220 Augusta, Suite 500

Houston, Texas 77057

Re: Cell Site Name: Madeira Beach Fundamental  
Cell Site Number: BU 829956  
State: Florida  
County: Pinellas

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between School Board of Pinellas County, Florida, a body corporate of the State of Florida, having a mailing address of 11111 South Belcher Road, Largo, FL 34643 (hereinafter referred to as "**Landlord**") and Crown Castle Towers 06-2 LLC, a Delaware limited liability company, having a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on May 28, 2017, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described as the Premises and Access in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

Witnessed by:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Witnessed by:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**“LANDLORD”**

School Board of Pinellas County, Florida,  
a body corporate of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

Crown Castle Towers 06-2 LLC,  
a Delaware limited liability company

Witnessed by:

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of Crown Castle Towers 06-2 LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF PREMISES**

The Parent Parcel is legally described as follows:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N 00°34'24" E, 139.34 FEET; THENCE S 41°58'57" W, 1399.97 FEET; THENCE S 48°01'03" E, 50.00 FEET; THENCE S 55°03'22" E, 35.21 FEET TO A POINT ON CURVE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 669, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE BY THE FOLLOWING TWO CALLS: 1) ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 3744.72 FEET, ARC 263.76 FEET, CHORD N 48°10'34" E, 263.70 FEET TO A POINT OF TANGENCY, 2) N 55°27'03" E, 292.00 FEET; THENCE LEAVING SAID LINE, S 44°47'04" E, 627.43 FEET TO A POINT ON THE SOUTH LINE OF LANDS RECORDED IN OFFICIAL RECORD BOOK 4122, PAGE 1693, PINELLAS COUNTY, FLORIDA; THENCE S 34°56'38" W ALONG SAID LINE, 239.66 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LANDS RECORDED IN OFFICIAL RECORD BOOK 1775, PAGE 142, PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID LINE S 55°03'22" E, 321.64 FEET; THENCE N 86°44'28" W, 340.13 FEET TO A POINT ON THE EASTERLY CITY LIMIT LINE OF MADEIRA BEACH; THENCE N 55°03'22" W, ALONG SAID LINE, 812.24 FEET TO THE POINT OF BEGINNING.

The Premises are described as follows:

THAT PART OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°34'24" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 FOR 139.34 FEET; THENCE SOUTH 41°58'57" WEST FOR 1399.97 FEET; THENCE SOUTH 48°01'03" EAST FOR 50.00 FEET; THENCE SOUTH 55°03'22" EAST FOR 35.21 FEET TO THE MOST WESTERLY CORNER OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 669, AND BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3744.72 FEET, A CENTRAL ANGLE OF 04°02'08" AND A CHORD OF 263.70 FEET THAT BEARS NORTH 48°10'34" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 263.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°27'03" EAST

## EXHIBIT A

### DESCRIPTION OF PREMISES

ALONG SAID NORTHWESTERLY LINE AND ALONG SAID RIGHT OF WAY LINE FOR 292.00 FEET TO THE MOST NORTHERLY CORNER OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL; THENCE SOUTH 44°47'04" EAST ALONG THE NORTHEASTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL FOR 523.53 FEET; THENCE SOUTH 45°12'56" WEST FOR 285.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF A 429 SQUARE FEET LEASE PARCEL, SAID POINT BEING 0.50 FEET NORTHWESTERLY OF THE WESTERLY CORNER OF SAID LEASE PARCEL, AND THE POINT OF BEGINNING; THENCE SOUTH 30°40'27" EAST ALONG SAID NORTHWESTERLY EXTENSION AND ALONG SAID SOUTHWESTERLY LINE FOR 13.50 FEET TO THE SOUTHERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 59°19'33" WEST FOR 26.75 FEET; THENCE NORTH 30°40'27" WEST FOR 2.15 FEET; THENCE SOUTH 59°19'33" WEST FOR 34.50 FEET; THENCE NORTH 30°40'18" WEST FOR 19.00 FEET; THENCE NORTH 58°57'14" EAST FOR 38.50 FEET; THENCE NORTH 78°28'32" EAST FOR 24.08 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,142 SQUARE FEET (0.026 ACRES), MORE OR LESS.

The Access is described as follows:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE N 00°34'24" E, 139.34 FEET; THENCE S 41°58'57" W, 1399.97 FEET; THENCE S 48°01'03" E, 50.00 FEET; THENCE S 55°03'22" E, 35.21 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 669, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3744.72 FEET; THENCE NORTHEASTERLY 263.76 FEET ALONG SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°02'08" (CHORD BEARS N 48°10'34" E, 263.70 FEET); THENCE N 55°27'03" E, 292.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 44°47'04" E, 167.18 FEET; THENCE S 45°12'56" W, 3.70 FEET TO THE POINT OF BEGINNING; THENCE S 44°47'04" E, 17.01 FEET; THENCE S 37°30'17" E, 31.32 FEET; THENCE S 45°57'32" E, 373.56 FEET; THENCE S 58°11'51" W, 292.28 FEET; THENCE S 78°46'18" W, 23.93 FEET; THENCE N 11°13'42" W, 10.00 FEET; THENCE N 78°46'18" E, 22.12 FEET; THENCE N 58°11'51" E, 277.63 FEET; THENCE N 45°57'32" W, 360.93 FEET; THENCE N 37°30'21" W, 31.32 FEET; THENCE N 44°47'04" W, 17.01 FEET; THENCE N 45°57'32" E, 10.00 FEET TO THE POINT OF BEGINNING.

AND



## EXHIBIT A

### DESCRIPTION OF PREMISES

THAT PART OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCELS (TAX PARCEL NO. 03/31/15/00000/340/0200 AND TAX PARCEL NO. 03/31/15/00000/340/0100), LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°34'24" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 FOR 139.34 FEET; THENCE SOUTH 41°58'57" WEST FOR 1399.97 FEET; THENCE SOUTH 48°01'03" EAST FOR 50.00 FEET; THENCE SOUTH 55°03'22" EAST FOR 35.21 FEET TO THE MOST WESTERLY CORNER OF THE "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL (TAX PARCEL NO. 03/31/15/00000/340/0200), SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 669, AND BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3744.72 FEET, A CENTRAL ANGLE OF 04°02'08" AND A CHORD OF 263.70 FEET THAT BEARS NORTH 48°10'34" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE FOR 263.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°27'03" EAST ALONG SAID NORTHWESTERLY LINE AND ALONG SAID RIGHT OF WAY LINE FOR 292.00 FEET TO THE MOST NORTHERLY CORNER OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL; THENCE SOUTH 44°47'04" EAST ALONG THE NORTHEASTERLY LINE OF SAID "PINELLAS BOARD OF PUBLIC INSTRUCTION" PARCEL FOR 523.53 FEET; THENCE SOUTH 45°12'56" WEST FOR 285.87 FEET TO THE MOST NORTHERLY CORNER OF AN 1,142 SQUARE FEET TOWER PARCEL; THENCE SOUTH 78°28'32" WEST ALONG THE NORTHERLY LINE OF SAID TOWER PARCEL FOR 14.08 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 11°31'28" WEST FOR 38.50 FEET; THENCE NORTH 53°09'32" WEST FOR 184.71 FEET; THENCE NORTH 02°58'20" WEST FOR 52.82 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 81.48 FEET, A CENTRAL ANGLE OF 135°14'25", AND A CHORD OF 150.68 FEET THAT BEARS NORTH 04°13'A5" WEST, FOR 192.32 FEET TO THE END OF SAID CURVE AND POINT "A"; THENCE NORTH 33°57'31" EAST FOR 31.34 FEET TO A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 80°19'20" WEST FOR 124.12 FEET; THENCE SOUTH 51°41'34" WEST FOR 139.46 FEET; THENCE SOUTH 60°36'01" WEST FOR 135.91 FEET TO THE POINT OF TANGENCY OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 114°07'51", AND A CHORD OF 94.00 FEET THAT BEARS NORTH 62°20'04" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 111.55 FEET TO AN INTERSECTION WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 20,023 SQUARE FEET (0.460 ACRES), MORE OR LESS.

[ALSO SEE ATTACHED SURVEY]

