COUNTY AGENDA REQUEST

Department:	Fire and Emergency Services	Presenter(s):	M. Allen McCullough
Meeting Date:	Thursday, November 10, 2011	Type of Request:	Old Business

Wording for the Agenda:

Further consideration of a request from the Department of Fire and Emergency Services regarding placement of a cellular monopole tower on the site of Fire Station No. 1.

Background/History/Details:

T-Mobile South is proposing a 100-foot monopole tower to be located on the corner of the station's property and directly behind the building. This monopole tower would be a single-user site that would house T-Mobile's equipment only with no other lease space permitted to any other provider. T-Mobile would pay a monthly lease fee to Fayette County of $1,500, and the Finance Department recommends that 25% of the lease payments will be budgeted to the EMS Fund with the remaining 75% budgeted to the Fire Fund.

Staff presented this consideration to the Board during the October 5, 2011 Workshop meeting, at which time the Board agreed to the general concept proposed by T-Mobile South, but the Board directed staff to contact other tower companies to gauge interest and to determine if the lease rate offered by T-Mobile could be increased. Planning and Zoning provided the contact for other providers, and staff returned with their findings at the November 2 Workshop.

During the November 2 Workshop Meeting, staff informed the Board that it was attempting to gain more information that may influence the Board's decision, and asked to return to the November 10th meeting with that information and a recommendation.

What action are you seeking from the Board of Commissioners?

Approval of a request from the Department of Fire and Emergency Services regarding placement of a cellular monopole tower on the site of Fire Station No. 1.

If this item requires funding, please describe:

No funding required. Fayette County will receive $1,500 per month as a lease payment. The Finance Department recommends that 25% of the lease payment be budgeted to the EMS Fund and the remaining 75% be budgeted to the Fire Fund.

Has this request been considered within the past two years?	Yes	If so, when?	Wednesday, November 2, 2011
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

Minutes

Board of Commissioners
October 5, 2011
3:30 P.M.

Notice: A complete audio recording of this meeting can be heard by accessing Fayette County's Website at www.fayettecountyga.gov. Click on "Board of Commissioners", then "County Commission Meetings", and follow the instructions. The entire meeting or a single topic can be heard.

The Board of Commissioners of Fayette County, Georgia, met in Official Session on October 5, 2011, at 3:30 p.m. in the Public Meeting Room of the Fayette County Administrative Complex, 140 Stonewall Avenue, Fayetteville, Georgia.

Commissioners Present:	Herb Frady, Chairman Robert Horgan, Vice Chairman Steve Brown Lee Hearn Allen McCarty
Staff Present:	Jack Krakeel, County Administrator Scott Bennett, County Attorney Carol Chandler, Executive Assistant Floyd Jones, Chief Deputy Clerk

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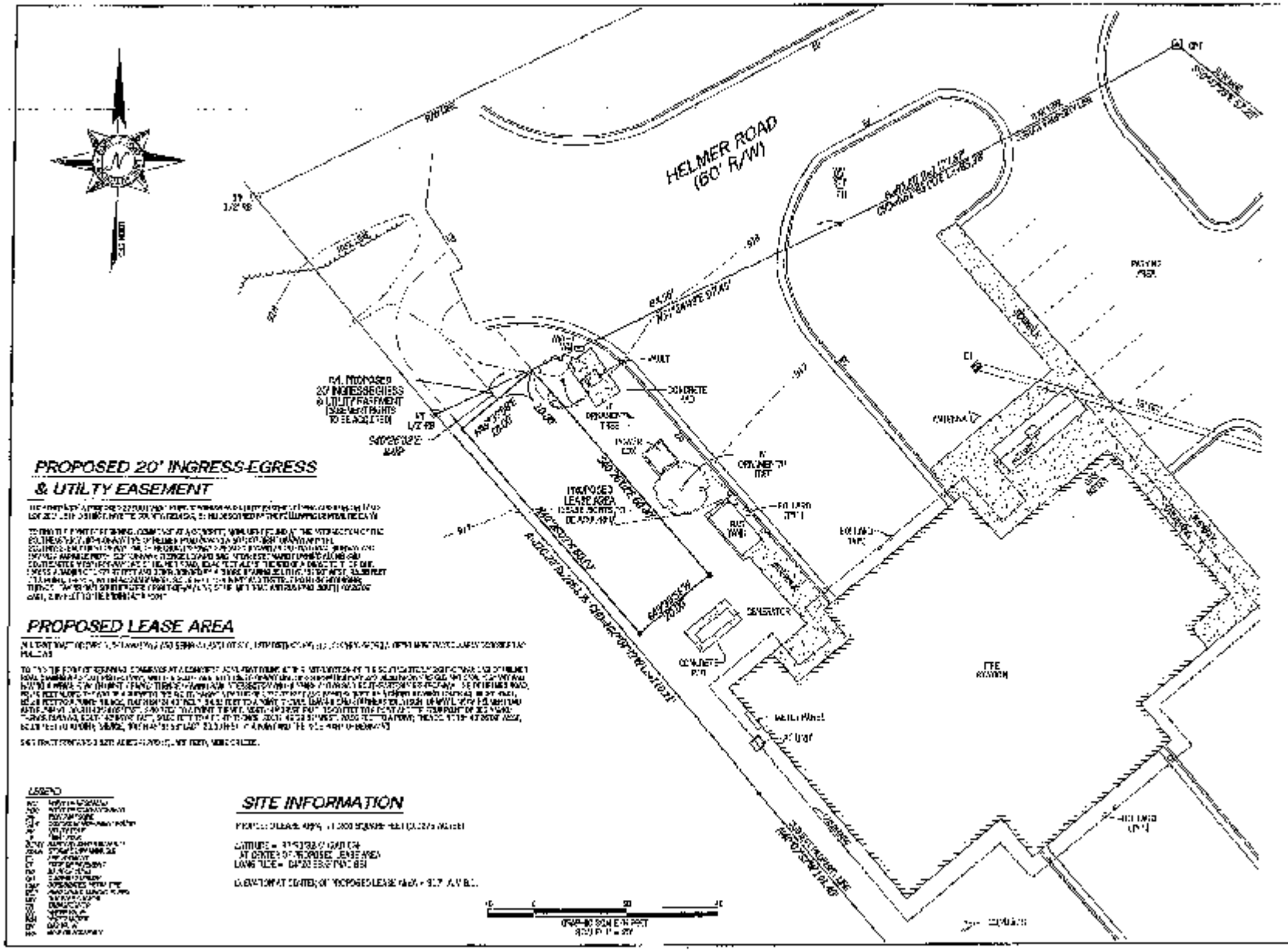
4. Consideration and discussion of a request from T-Mobile South to install a cell tower at Fire Station 1 located on Highway 279.

Fire Chief Allen McCullough and Deputy Fire Chief Tom Bartlett discussed the request from T-Mobile South to install a cell tower at Fire Station 1. Chief Bartlett reported that T-Mobile South first approached Fayette County in 2010 with a similar request, but the County was unable to proceed with the request at that time since it was not operationally feasible with Public Safety's operations, since septic lines and drainage lines would have to be moved.

Chief Bartlett informed the Board that T-Mobile returned to the County in 2011, with a new construction team, and that they had located another part of the property that avoided the previous complications. He spoke about the proposed tower's dimensions, requirements, and components. He informed the Board that negotiations have gone back and forth between Public Safety and T-Mobile South, and that staff wanted to know if the Board approved of the concept in general, and, if so, could the contract be placed on an upcoming agenda for a formal vote. Chief Bartlett pointed out that if the Board approved the request, T-Mobile South would pay a monthly lease to Fayette County of approximately $1,300. Discussion followed about the concern

that the lease payment was insufficient, about the ability of other providers to co-locate on the tower, and about the type of tower to be installed.

The Board agreed to the general concept proposed by T-Mobile South, however, it directed staff to discuss other lease payment options with T-Mobile South and other providers before returning to the November 2, 2011 Workshop Meeting with recommendations. The Board took no action on this item. A copy of the request, identified as “Attachment 4", follows these minutes and is made an official part hereof.



POINT TO POINT LAND SURVEYORS
810 Jackson Street
Lawrenceville, Georgia 30245
(p) 678.565.4440 (f) 678.565.4199
(w) pointtopointsurvey.com

EASEMENT SURVEY PREPARED FOR:

T-Mobile

FAYETTE FIRE STATION #3

SITE NO.
9AT2418 B

SHEET 2

POST YOUR
ADDRESS NUMBER

The following is the available information:

T-Mobile South:	$1500.00 mo
Message Center Management: Joe Grimmett 860-727-5765 jgrimmett@mcmgmt.com	Awaiting Offer
American Tower: Jeff Moore 404-580-1321	Awaiting Offer
Site Concepts:	$16,200.00 annually ($1350 mo) $2400 each additional user 15% or CPI whichever is less on renew 2500 Sq. ft. / 150' monopole – Requesting larger site.
SBA Communications: Peter Seal	$800-$1000 monthly
Crown Castle:	No good phone
Highwood Towers:	No interest
Richland Tower:	No interest

Station 1 Cell Tower Information

	Revnue	Lease Terms	Monopole	Site Size
T-Mobile South	$1500 mo.	5 Yr	100'	1200 Sq. Ft.
	$1000 at contract	5 Yr Renewal		
	Options for users			
American Tower	$1600 mo.	10 Yr	180'	1200 Sq. Ft.
	$5000 at contract	3 or 5 Yr Renewal		
Message Ctr.	$1300.00 mo.	60 Year	120'	1200 Sq. Ft.
Management	$0 at contract* No return contact			
	20% colocation 3% annual			
Site Concepts	$1350 mo.	5 Yr	150'	2500 Sq. Ft.
	$2400 per additional user			Triangle at roadway
	15% / CPI on renew			
SBA	$800-$1000			
Communications				
Highwood Towers	No Interest			
Richland Tower	No Interest			
Crown Castle	No Good Phone Number			

October 28, 2011

MCM

RE: Telecommunications Facility
Fayette County BOC Fire Station #1
Highway 279
Fayetteville, GA 30214

Dear Fire Chief Allen McCullough:

Message Center Management, Inc. (MCM) was contacted by Deputy Chief Tom Bartlett in October 2011. We were asked to evaluate the Fire Station #1on Hwy 279 to consider making a proposal to lease for a wireless communications facility. Based on the need for wireless coverage in this area, MCM is interested in presenting the enclosed proposal for your consideration.

Message Center Management, Inc. (MCM) is a national tower developer/ rooftop operator based in Hartford, CT. MCM currently owns and/ or operates approximately 800 wireless communication locations throughout the United States and Central America including tower structures, rooftops, water tanks, alternative structures and stealth-type installations.

This proposed wireless communications facility will be located as shown in the attached diagram and will have a proposed tower height will be 100'. The Tower will have the potential to be expandable to 120':

Lease Area:	20' X 60'
Lease Term:	60 years
Tower Height:	120'
Tower Type:	Monopole
Business Terms:	$1,300 base rent + 20% colocation revenue after the second carrier with an annual 3% increase.

On behalf of Message Center Management, we appreciate the invitation from your Board of Commissioners to present this proposal, and we welcome the opportunity to discuss these options in greater detail.

Sincerely,

Joseph Grimmett
National Site Leasing / Acquisition Agent
Office: (860) 727-5765
Mobile: (860) 867-6822

MCM

BASE ASSUMPTIONS:

In an effort to provide maximum financial benefit to Fayetteville County, we will propose a base rent –plus revenue sharing from future tenants.

This includes a guaranteed base rent revenue plus additional revenue for each user of the tower starting with the 2nd tenant on the facility:

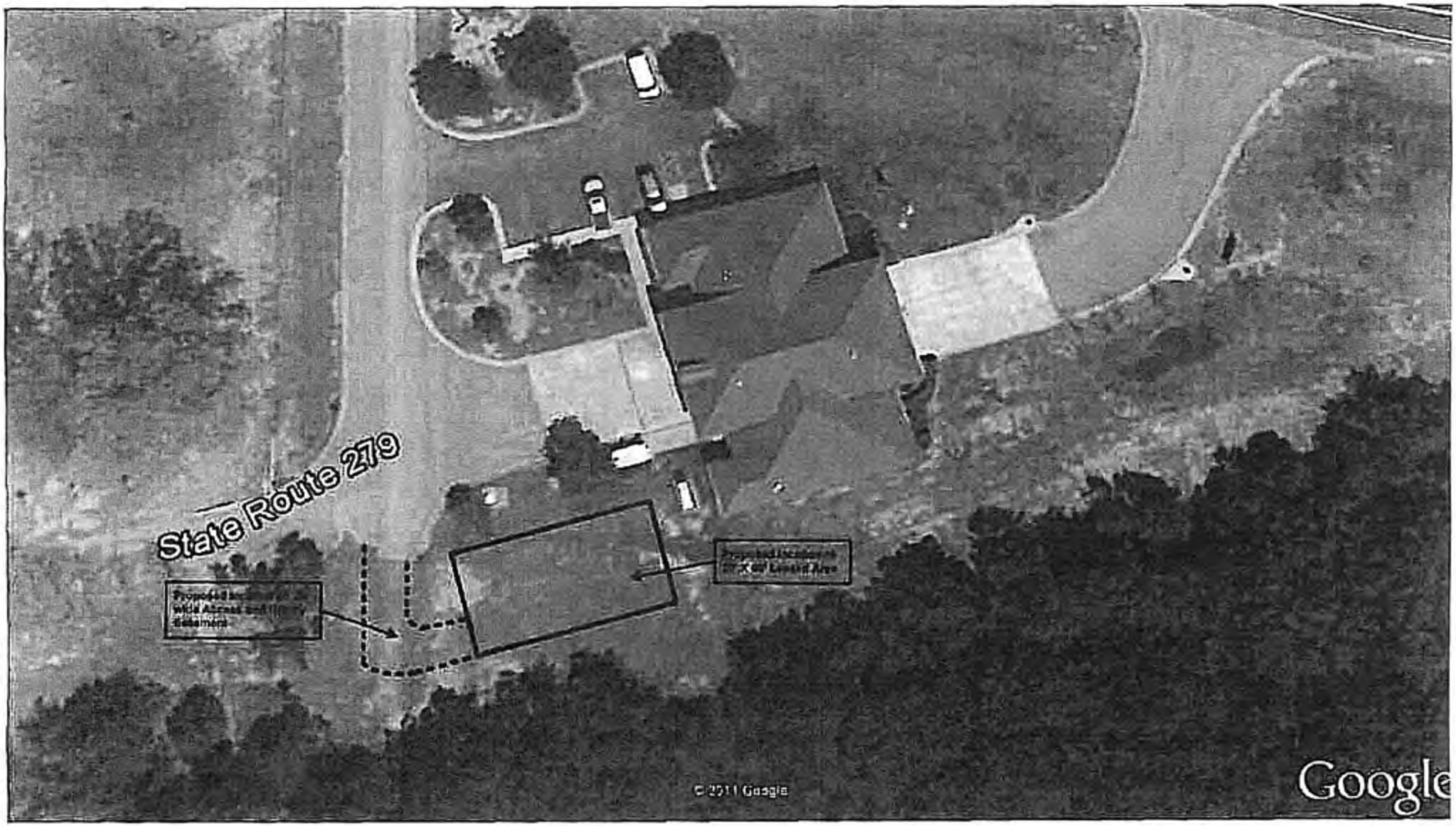
MCM Base Rent paid to Fayetteville County:	$1,300 per month
Add'l Collocation Revenue:	20% of tenant base rent (starting with tenant #2)
Proposed number of Tenants Users:	3
Rent Increases:	3% annually
Estimated Revenue To Fayetteville County:	$15,600 - $30,541 annually over the first 10 years based on occupancy
Ground lease/ Easement term between Fayetteville County / MCM:	60 years
Potential 10 year Revenue:	$178,000

The Telecommunications facility will be structurally engineered and constructed to accommodate a maximum of three (3) users, expandable from 100' to 120'.

Costs associated with Message Center Management's business operation at this location including Leasing, Regulatory, Legal, and Construction will be paid by Message Center Management.

This proposal is valid for thirty (30) days and may be extended by Message Center Management, Inc.

Fayette Fire Station #1
Land Lot 250
13th District
Fayette County, Georgia



Not to Scale
October 31, 2011

*Location of Utility Easement to be determined by the respective utility companies

This drawing is for diagrammatic purposes only. Actual Leased Area location, Easement locations, dimensions and measurements to be determined upon completion of a land survey by a licensed surveyor

Fayetteville Fire Department #1

Assumptions:

Base Rent:	[illegible]	Per month	$15,600 annually
Base Rent Increases	[illegible]	annually	
Co-lo payments:	[illegible]	co-lo revenue starting with Tenant # 2	
Tenant Rent Increases	[illegible]	annually	

					2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL
					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Base Rent:	$1,300	103%			$15,600	$16,068	$16,550	$17,047	$17,558	$18,085	$18,627	$19,186	$19,762	$20,354	$178,837
			Monthly Rent												
Co-lo payments		Tenant # 1	$0.00		-	-	-	-	-	-	-	-	-	-	
20%		Tenant # 2	[illegible]			$4,080	$4,202	$4,328	$4,458	$4,592	$4,730	$4,872	$5,018	$5,168	
		Tenant # 3	[illegible]				$4,080	$4,202	$4,328	$4,458	$4,592	$4,730	$4,872	$5,018	
Projected Revenue					$15,600	$20,148	$24,832	$25,577	$26,345	$27,135	$27,949	$28,788	$29,651	$30,541	$178,837

Disclaimer:The Financial information contained herein is for discussion purposes only and may vary with contract

AMERICAN TOWER®
CORPORATION

October 28, 2011 via email tomb@fayettecountyga.gov

Fayette County Public Safety:
Fire & Emergency Services
Attn: Deputy Chief Bartlett
Stonewall Administrative Complex
140 Stonewall Avenue, West
Fayetteville, GA 30214

RE: Response to submit proposal for cell tower at Fire Station 1 located on Highway 279

Dear Deputy Chief Bartlett:

American Tower would like to thank Fayette County Public Safety: Fire and Emergency Services for the opportunity to submit a proposal to complete the construction of a tower at Fire Station 1 located on Highway 279. American Tower is interested in the developing, zoning, permitting, constructing, operating, owning and maintaining the tower and site. American Tower proposes the following considerations:

- Initial payment of $5,000 upon receipt of all zoning approval and permits required for construction.
- Monthly Rate: $1,600.00
- Lease Area: 1,200 square feet
- Tower Height: 180'
- Tower Type: Monopole for multiple users
- Site Lease/License Initial Term of ten years, with three, five year options

American Tower will begin the due diligence process to obtain all leasing, regulatory, zoning, permitting, and environmental documentations needed to commence construction of said facility.

Company Information and Financial Qualifications

American Tower is the premier owner and operator of wireless and broadcast communications sites in North America. Our portfolio includes over 22,000 sites in the United States, Mexico and Brazil. Since 1995, American Tower, headquartered in Boston, MA, has given wireless service providers access to the antenna sites they need to expand their business. Our fully integrated areas of business form an indispensable resource center for all wireless infrastructure needs including, but not limited to, Site Development, Site Management and Collocation Opportunities. Our company's goal and objective is to own, manage, develop and lease wireless and broadcast communications sites for any and all wireless servicing companies. We have master agreements will all wireless servicing companies, such as Verizon, Cingular, Sprint-Nextel, Alltel, SunCom, Alamosa / Airgate PSC, T-Mobile, Clearwire, XM Radio, Sirrus and

AMERICAN TOWER®
CORPORATION

many more. American Tower is the leader in the wireless tower industry because of our exceptional people, our experience and knowledge of the industry and for our superior operational management, process and systems. All financial information is located on our website at this address: http://www.americantower.com/atcweb/irpages/irannualreports.asp

Thank you for your consideration of American Tower's proposal.

Sincerely,

Andrella B. Slaughter
Project Manager New Site Development
American Tower Corporation
1898 Leland Drive, Suite A
Marietta, GA 30067

Tower proposal for Fayette County Fire

Introduction

Thank you for the opportunity to make this proposal for the purpose of leasing a small portion of your property located at Fire Station #1. The following will detail the specifics of our proposal.

Purpose

The wireless communication tower will be used for the purpose of locating antennas and equipment for wireless telecommunication carriers such as AT&T, Verizon, T-Mobile, Metro PCS and Sprint/Nextel.

This facility will provide adequate coverage and relieve over capacity of adjacent cell sites. The facility will improve mobile phone service to residents, business, and those traveling the nearby roads. This site will also enhance emergency 911 services in the area; ensuring calls made in cases of emergency will be delivered and responded to by the emergency service agencies.

Site Location

We have been told that the fire department is currently considering leasing approximately 1200 square feet to house the tower and related structures. However, if it would be possible to increase the area to 2500 square feet, we would be able to plan better for future users of the tower. Another benefit of increasing the size of the lease area will be seen in the financial compensation section of the proposal. The better we can plan for additional users, the more financially advantageous it becomes for the county. We have provided a preliminary site sketch as shown in Attachment "A". The area shown within the red box is approximately 2500 square feet that would be needed for the base station equipment that will be located on the tower. This is a conceptual sketch and can be moved in order to avoid any interference with the fire station.

Site Design / Location

The site will be comprised of a monopole, enclosed by a fenced area in which radio shelters and cabinets will be enclosed. We are proposing to construct a monopole type tower at approximately 150'-180'. I have attached a picture of one of our existing 150' monopoles in Attachment "B". The reason the increased height is recommended is for the same reasons to expand the lease area. The additional tower height will attract more carriers that will be able to use the site. If the initial tower is designed to short, it can create issues for the carriers that arrive to the tower later in the process. If a 100' monopole is utilized and there are already 4 carriers utilizing space on the tower, it would only leave the 60' level available. In this particular location a 60' maximum height for one of the carriers would be unusable.

The design and construction of the tower facility will be done within the guidelines of Fayette County and Site Concepts will cover all expenses associated with the approval, construction and operation of the tower. The structure will be designed and engineered in accordance with the Georgia Building Code, Federal Guidelines, and the Fayette

County codes. The structure will be designed to accommodate multiple wireless providers. All of the providers are licensed by the FCC thereby meeting strict guidelines regarding operations and safety. Only household level electrical current and standard phone service will be used. The proposed unmanned communications facility will not overburden existing public services of facilities such as schools, public safety, water, sanitary services storm drainage, or other public improvements nor create any hazard of any type.

Traffic

The facility is completely unmanned and therefore will generate little to no traffic. After completion of the Telecommunications Site, the vehicular traffic to this site will average one to two visits per month, by the wireless carriers field engineers to check, verify and adjust radio equipment.

Financial Compensation

Site Concepts would like to enter into a long term lease agreement with an initial term of 5 years with up to ten 5 year renewal options. We would propose a rent of $16,200 per year with increases on every renewal term of 15% or CPI whichever is less. In addition, the county would receive a revenue share that would increase the annual rent by $2,400 per year for each additional cellular tenant that locates on the tower after the first. A copy of our standard lease agreement is following in Attachment "D" for your review.

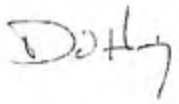
I have attached a spreadsheet as Attachment "C" that shows the rent that will be paid over the term of the agreement. The rent that will be payable over the term of the agreement assuming a 15% increase per term is $1,972,291.35. Under the revenue sharing projection assuming that one additional tenant is added per year for a total of five with a 15% increase per term is $3,117,056.60

Conclusion

Thank you taking the time to consider our proposal. As previously stated we believe that we have selected a location that will not impact the current or future use of your property. Please also consider that this opportunity can add an additional $1.9 million in revenue to your property over the term of our agreement. This additional revenue is achieved by only utilizing a piece of your property that would otherwise not add any value to your property giving you maximum usability of your facility in the present as well as the future.

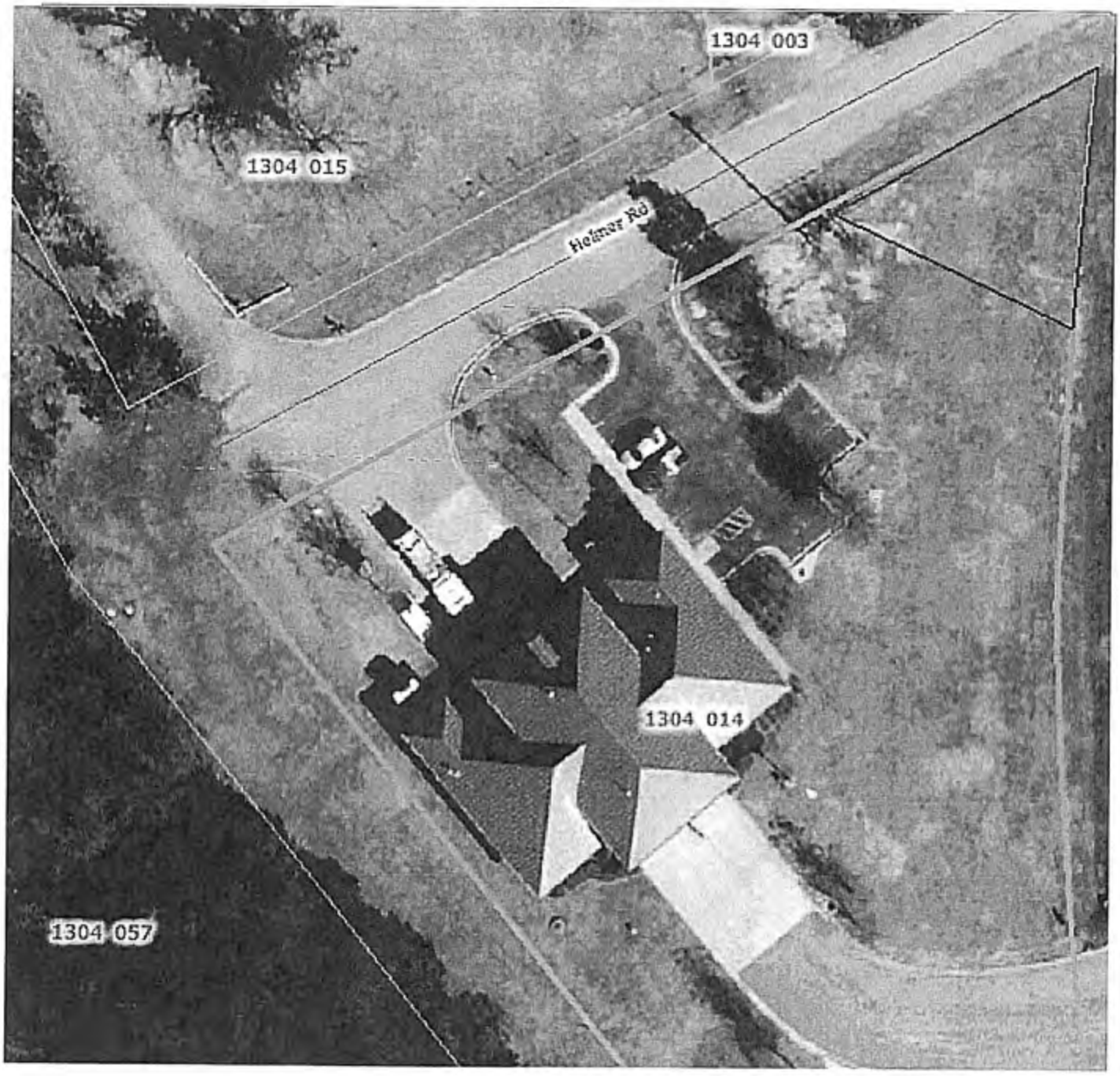
Please feel free to contact me at 321-549-7577 if you have any questions regarding our proposal.

Respectfully submitted,

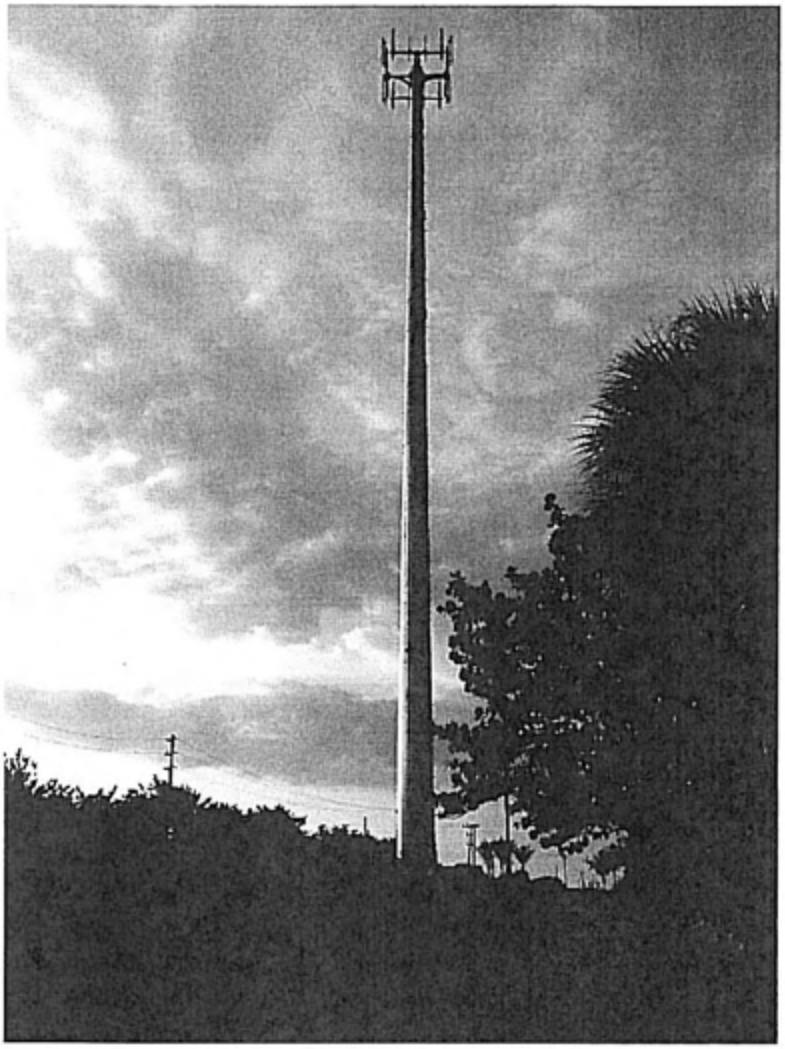


David Herring
Site Concepts, Inc.

ATTACHMENT "A"



ATTACHMENT "B"



150' Monopole Tower

ATTACHMENT "C"

Year	Minimum Rent Payable	Rent with Revenue Sharing
1	$16,200.00	$16,200.00
2	$16,200.00	$18,600.00
3	$16,200.00	$21,000.00
4	$16,200.00	$23,400.00
5	$16,200.00	$25,800.00
6	$18,630.00	$29,670.00
7	$18,630.00	$29,670.00
8	$18,630.00	$29,670.00
9	$18,630.00	$29,670.00
10	$18,630.00	$29,670.00
11	$21,424.50	$34,120.50
12	$21,424.50	$34,120.50
13	$21,424.50	$34,120.50
14	$21,424.50	$34,120.50
15	$21,424.50	$34,120.50
16	$24,638.18	$39,238.58
17	$24,638.18	$39,238.58
18	$24,638.18	$39,238.58
19	$24,638.18	$39,238.58
20	$24,638.18	$39,238.58
21	$28,333.90	$45,124.36
22	$28,333.90	$45,124.36
23	$28,333.90	$45,124.36
24	$28,333.90	$45,124.36
25	$28,333.90	$45,124.36
26	$32,583.99	$51,893.02
27	$32,583.99	$51,893.02
28	$32,583.99	$51,893.02
29	$32,583.99	$51,893.02
30	$32,583.99	$51,893.02
31	$37,471.58	$59,676.97
32	$37,471.58	$59,676.97
33	$37,471.58	$59,676.97
34	$37,471.58	$59,676.97
35	$37,471.58	$59,676.97
36	$43,092.32	$68,628.51
37	$43,092.32	$68,628.51
38	$43,092.32	$68,628.51
39	$43,092.32	$68,628.51
40	$43,092.32	$68,628.51
41	$49,556.17	$78,922.79
42	$49,556.17	$78,922.79
43	$49,556.17	$78,922.79
44	$49,556.17	$78,922.79
45	$49,556.17	$78,922.79
46	$56,989.60	$90,761.21
47	$56,989.60	$90,761.21
48	$56,989.60	$90,761.21
49	$56,989.60	$90,761.21
50	$56,989.60	$90,761.21
51	$65,538.04	$104,375.39
52	$65,538.04	$104,375.39
53	$65,538.04	$104,375.39
54	$65,538.04	$104,375.39
55	$65,538.04	$104,375.39
TOTAL	$1,972,291.35	$3,117,056.60

ATTACHMENT "D"

Lease following

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between _____ a _____, having an address of_____, Federal Tax ID _____, hereinafter referred to as "Lessor", and **SCI OF GEORGIA, INC.**, a Florida corporation, having a mailing address of PO Box 1695 Palm City FL 34991, hereinafter referred to as "Lessee."

1. **The Option.**

(a) For the sum of One Hundred Dollars ($100.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional One Hundred Dollars ($100.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessees intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. **Leased Space and Premises.** Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately _____ square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as _____with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a monopole communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

3. **Term.** The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. **Rent.** The rent for the first five (5) years of the Lease will be $_____ per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Lease and every fifth (5th) year thereafter, the then current monthly rental fee will be increased by the lesser of (i) fifteen (15%) percent or (ii) the percentage change in the Consumer Price Index ("CPI") for the immediately preceding initial term or renewal term for which the Rent has remained constant. For the purposes of the calculation, the CPI will be the Consumer Price Index U.S. Averages for the Urban Wage Earners and Clerical Workers All Items (1982-84-100) published by the United States Department of Labor, Bureau of Labor Statistics for the three (3) months prior to the escalation date. Each such year shall commence on the corresponding anniversary of the Commencement Date. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

5. **Ingress and Egress.** Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement

shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder Type of Lien

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

7. Subordination, Non-disturbance and Attornment. Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

8. Governmental Approvals and Compliance. During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign this Lease or any rights thereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:

Phone # - ( )

Rent Payable to:

To Lessee: SCI of Georgia, Inc.
PO 1695
Palm City, FL 34991
RE: _____
Phone # - (321) 549-7577

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. **Lessee Improvements.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

12. **Insurance.** Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. **Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. **Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

15. **Maintenance.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. **Hold Harmless.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. **Termination Rights.**

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or

if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incures any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. During the initial term or renewal term, neither Lessor, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor, its successors or assigns, for the uses permitted herein or other uses similar thereto.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all stat-

utes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation

during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. **Date of Lease.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR:_____
a Georgia corporation

By:_____

Title:_____

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

Notary Public:
I do hereby certify that _____, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____day of _____, 20____.

_____
Notary Signature

LESSEE: SCI OF GEORGIA,
a Florida corporation

By:_____

Title: _____

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

Notary Public:
I do hereby certify that _____, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 20____.

_____
Notary Signature

EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of _____ square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: _____

Initials: _____

EXHIBIT B

LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED

The Leased Space shall consist of _____ square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: _____

Initials: _____