

Cell Site: SE LAKE CITY/794316  
Lease ID: N143320  
Site Address: SECTION 28 RANGE 17 E, LAKE CITY, FL 32056

### FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("Amendment") dated as of the date below, by and between THE RYMAR COMPANY, INC., with an office/residing at P.O. Box 1653, Lake City, FL 32056 (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC D/B/A CINGULAR WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY (as successor in interest to USCOC of Hawaii 3, Inc., a Delaware corporation formerly doing business as U.S. Cellular), having a mailing address of 6100 Atlantic Blvd., Norcross, GA 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a(n) GROUND LEASE dated December 17, 2001; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at SECTION 28 RANGE 17 E, LAKE CITY, FL 32056 ("Lease"); and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. **Expansion of Permitted Use:** Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Leased Premises at any time during the term of this Lease, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. *ALL SHALL BE DONE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.*
2. **Notices.** All notices, requests, demands and communications 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. As to Tenant, Cingular Wireless c/o Wireless Asset Management, Cell Site #/Name SE LAKE CITY/794316, P. O. Box 2088, Rancho Cordova, CA 95741-2088; with a copy to Cingular Wireless, ATTN: Real Estate Contracts, Cell Site #/Name SE LAKE CITY/794316, 6100 Atlantic Blvd., Norcross, GA 30071; and with a copy to Cingular Wireless, ATTN: Legal Department, Re: Cell Site #/Name SE LAKE CITY/794316, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, THE RYMAR COMPANY, INC., P.O. Box 1653, Lake City, FL 32056. 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.
3. **Other Terms and Conditions Remain.** The Lease is amended to incorporate all the provisions set forth herein, In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
5. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not entered into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

Landlord:

THE RYMAR COMPANY, INC.

By: Martin Feagle, as Pres.

Name: MARTIN FEAGLE

Title: PRESIDENT

Tax Id [REDACTED]

Tenant:

NEW CINGULAR WIRELESS PCS, LLC D/B/A  
CINGULAR WIRELESS, A DELAWARE LIMITED  
LIABILITY COMPANY

By: [Signature]

Name: Jay Pippin

Title: Executive Director

Date: 7/23/05

Site No. 794314

**GROUND LEASE**

**THIS LEASE** is made and entered into as of the 17<sup>th</sup> day of DECEMBER, 2001, by and between **THE RYMAR COMPANY, INC.**, a Florida corporation, whose mailing address is Post Office Box 1653, Lake City, Florida 32056-1653, hereinafter referred to as "Landlord," and **USCOC OF HAWAII 3, INC.**, a Delaware corporation, doing business as U S. Cellular®, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, as "Tenant."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Option to Lease.**

(a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 470 feet x 415.50 feet

Approximate acreage: 4.477 acres

Location: A portion of Section 28, Township 4 South, Range 17 East, in Columbia County, Florida.

Further described in Exhibit "A" attached hereto and incorporated herein.

(collectively the "Leasehold Parcel") together with non-exclusive reasonable access for Tenant's uses from the nearest public right-of-way along the Landlord's property. The exact location and width (no more than 30 feet) of such access as shown on Exhibit "A."

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold

Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will not unreasonably damage or burden Landlord's property during its testing or examination of the Leasehold Parcel as provided herein.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of [REDACTED] upon execution of this Agreement. The Option will be for an initial term of twelve months (the "Initial Option Term") and may be renewed by Tenant for an additional twelve months upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. **Grant of Easement Parcel(s).** Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Landlord hereby grants to Tenant the following described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access. (as required by Columbia County, Florida)  
Width: 30 feet; Approximate length: 1970 feet between the Leasehold Parcel and the public road known as Wendy Road over existing traveled ways where practical, and establishing a new route as necessary. The specific location to be agreed upon between the parties unless specified in Exhibit "A" attached hereto.

Use: Utilities. (as required by Columbia County, Florida)  
Width: 10 feet; Approximate length: 1320 feet  
between the Leasehold Parcel and suitable utility company service connection points. Landlord agrees to make such direct grants of easement as the utility companies may require. If practical, the utility easement will be over and across the access easement. The specific

location to be agreed upon between the parties unless specified in Exhibit "A" attached hereto.

3. **Grant of Easement Rights.** To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Basement Parcels are collectively referred to herein as the "Premises."

4. **Survey / Site Plan.** Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

5. **Use of the Premises.** Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage.

6. **Term of Lease.** In the event Tenant exercises the Option, the initial lease term will be ten (10) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurred.

7. **Option to Renew.** Tenant shall have the option to renew this Lease for up to four (4) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, except as otherwise provided herein, by giving written notice to Landlord of Tenant's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. **Option to Terminate.** Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord an amount equal to thirty (30) months lease payments, but not to exceed the number of lease payments which would be due and payable for the remainder of the current lease term as liquidated damages.

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or governmental approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business due to no fault of Tenant;

(b) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged due to no fault of Tenant to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date Tenant gives Landlord written notice thereof;

(c) at the time title to the Leasehold Parcel transfers to a condemning authority, pursuant to a taking of all or a portion of the Leasehold Parcel sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Leasehold Parcel to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. **Base Rent.** Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of [REDACTED] per month plus applicable sales tax, which shall be due when construction begins and then regularly thereafter in advance on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. **Adjusted Rent.** On every one (1) year anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84=100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

11. **Possession of Premises.** Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. **Utilities.** Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. **Property Taxes.**

(a) Tenant shall pay the personal property taxes and non-ad valorem assessments, if any, levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax, including ad valorem and non-ad valorem assessments, increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to U.S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes which it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

14. **Repairs.** Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. **Mutual Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. **Insurance.** Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands. Tenant shall name Landlord as an additional insured and shall provide Landlord with proof of coverage and endorsements as an additional insured on or before Commencement Date.

17. **Monetary Default.** Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. **Opportunity to Cure Non-Monetary Defaults.** If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof the party making such claim shall serve written notice of such



default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. **Assignment of Lease by Tenant.** This Lease and the Premises hereunder shall be freely assignable by the Landlord or Tenant to any third party without the necessity of obtaining the other party's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Landlord shall be authorized to assign this Lease or transfer ownership of the Premises provided any such assignment or transfer shall be subject to the terms and conditions of this Lease Agreement. Either party shall notify the other in writing of the name and address of any subsequent owner, assignee or collateral assignee.

20. **Subleasing.** Tenant shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Landlord's consent. In the event of a sublease, Tenant shall not be relieved of its obligations hereunder, and any sublease shall be subject to the terms and conditions of this Lease.

21. **Execution of Other Instruments.** Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. **Removal of Improvements.** The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any above-ground Improvements from the Premises, including all of the Antenna Facilities and the Premises shall be returned to Landlord in good useable condition, reasonable wear and tear excepted. The removal

of the Antenna Facilities and above-ground improvements, and return of the Premises shall be completed within one hundred eighty (180) days after the termination of the Lease, and rent shall continue to accrue and be paid until removal of the Antenna Facilities and return of the Premises have been completed. Tenant shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place, except to the extent that such improvements must be removed to no less than eighteen (18) inches below normal ground elevation grade at Landlord's request.

23. **Quiet Enjoyment.** Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

24. **Subordination.** Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. **Environmental Warranty.** Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

26. **Compliance with FCC Radio Frequency Requirements.**

(a) It shall be the responsibility of the Tenant to ensure that Tenant's use, installation, or modification of Tenant's Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site including Tenant's Equipment, Landlord's equipment and all other transmitting equipment at the Site to exceed those levels permitted by the Federal Communications Commission ("FCC"). Landlord shall require other communications users of the Site, including without limitation, Landlord and any party or entity which uses, leases or occupies any portion of the Tower (collectively, the "Users") to bear the same responsibility.

(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to RF radiation which place the Site in noncompliance, Tenant will cooperate with Landlord and other Users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance with other Users that are not attributable to any User; provided that Landlord agrees that each of the Users shall be treated equally and no Users shall be disproportionately impacted by any such reconfiguration.

27. **Attorney's Fees and Damages.** In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover reasonable damages and the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

28. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

**IN WITNESS WHEREOF**, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

**LANDLORD:**

**THE RYMAR COMPANY, INC.**  
a Florida corporation

By: Ryan M. Feagle  
Ryan M. Feagle, President

Date: Nov. 26, 2001

**TENANT:**

**USCOC OF HAWAII 3, INC.**  
a Delaware corporation

By: [Signature]  
Printed: HICHEM GARNADJI

Date: Dec. 17, 2001

**WITNESSES:**

Martin Feagle  
(Signature of witness)  
MARTIN Feagle  
(Print or type name of witness)

Diane S. Edenfield  
(Signature of witness)  
DIANE S. EDENFIELD  
(Print or type name of witness)

**WITNESSES:**

Janet Mellenthin  
(Signature of witness)  
Janet Mellenthin  
(Print or type name of witness)

Joanne Rivera  
(Signature of witness)  
Joanne Rivera  
(Print or type name of witness)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2001, by **RYAN M. FEAGLE**, as President of **THE RYMAR COMPANY, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me.

(NOTARIAL SEAL)  Diane S. Edenfield  
MY COMMISSION # CC734169 EXPIRES May 26, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

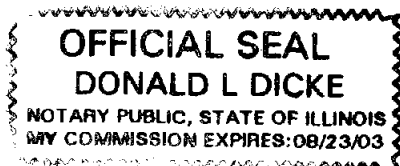
Diane S. Edenfield  
Notary Public, State of Florida  
My Commission Expires:

**STATE OF ILLINOIS  
COUNTY OF COOK**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of DECEMBER, 2001, by HICHEM GARNAGU, as the V.P. - NETWORK ENGINEERING of **USCOC OF HAWAII 3, INC.**, a Delaware corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

Donald L. Dicke  
Notary Public, State of ILLINOIS  
My Commission Expires: 8/23/03



LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 17 EAST; THENCE N 01°31'19" W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER FOR 130.00 FEET; THENCE S 88°43'38" W FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 88°43'38" W FOR 470.00 FEET; THENCE N 01°31'19" W FOR 415.50 FEET; THENCE N 88°43'38"E FOR 470.00 FEET; THENCE S 01°31'19" E FOR 415.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN COLUMBIA COUNTY, FLORIDA, CONTAINING 4.477 ACRES MORE OR LESS.

TOGETHER WITH,

A PROPOSED 30 FOOT WIDE EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES LYING 30 FEET NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 17 EAST; THENCE N 01°31'19" W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER FOR 130.00 FEET; THENCE S 88°43'38" W FOR 100.00 FEET; THENCE CONTINUE S 88°43'38" W FOR 220.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE S 01°31'19" E FOR 130.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 799, PAGE 1927 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE S 88°43'38" W ALONG SAID SOUTH LINE FOR 966.28 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF WENDY ROAD AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR  
PROLONGED TO MEET AT ANGLE POINTS, BOUNDARY LINES  
AND RIGHT-OF-WAY LINES.