

**Columbia County New Building Permit Application**

**For Office Use Only** Application # \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_ Permit # \_\_\_\_\_

Zoning Official \_\_\_\_\_ Date \_\_\_\_\_ Flood Zone \_\_\_\_\_ Land Use \_\_\_\_\_ Zoning \_\_\_\_\_

FEMA Map # \_\_\_\_\_ Elevation \_\_\_\_\_ MFE \_\_\_\_\_ River \_\_\_\_\_ Plans Examiner \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

☐ NOC ☐ EH ☐ Deed or PA ☐ Site Plan ☐ State Road Info ☐ Well letter ☐ 911 Sheet ☐ Parent Parcel # \_\_\_\_\_

☐ Dev Permit # \_\_\_\_\_ ☐ In Floodway ☐ Letter of Auth. from Contractor ☐ F W Comp. letter

☐ Owner Builder Disclosure Statement ☐ Land Owner Affidavit ☐ Ellisville Water ☐ App Fee Paid ☐ Sub VF Form

Septic Permit No. NA OR City Water ☐ Fax \_\_\_\_\_

Applicant (Who will sign/pickup the permit) Gerald Napier Phone 904-305-5708

Address 335 Wilbanks Dr., Ball Ground, GA 30107

Leasee Name Verizon Wireless Phone 954-684-2492

911 Address \_\_\_\_\_

Contractors Name Network Installation Specialists, LLC - Gerald Napier Phone 904-305-5708

Address 335 Wilbanks Dr., Ball Ground, GA 30107

Contractor Email permits@nis.us.com \*\*\*Include to get updates on this job.

Fee Simple Owner Name & Address Judy Odom/Gary Cole 3099 NE Mt Carrie Rd Lake City, FL 32055

Bonding Co. Name & Address \_\_\_\_\_

Architect/Engineer Name & Address \_\_\_\_\_

Mortgage Lenders Name & Address \_\_\_\_\_

Circle the correct power company ☒ FL Power & Light ☐ Clay Elec. ☐ Suwannee Valley Elec. ☐ Duke Energy

Property ID Number 15-3S-18-10275-000 (44096) Estimated Construction Cost \$20,000

Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit \_\_\_\_\_ Phase \_\_\_\_\_

Driving Directions from a Major Road \_\_\_\_\_

Construction of Replace antennas and equipment ☒ Commercial OR ☐ Residential

Proposed Use/Occupancy Existing Communications Tower Number of Existing Dwellings on Property NA

Is the Building Fire Sprinkled? NA If Yes, blueprints included NA Or Explain NA

Circle Proposed ☐ Culvert Permit or ☐ Culvert Waiver or ☐ D.O.T. Permit or ☒ Have an Existing Drive

Actual Distance of Structure from Property Lines - Front NA Side NA Side NA Rear NA

Number of Stories NA Heated Floor Area NA Total Floor Area NA Acreage \_\_\_\_\_

Zoning Applications applied for (Site & Development Plan, Special Exception, etc.) \_\_\_\_\_

**Columbia County Building Permit Application – "Owner and Contractor Signature Page"**

**CODES: 2020 Florida Building Code 7<sup>th</sup> Edition and the 2017 National Electrical Code.**

Application is hereby made to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction.

**TIME LIMITATIONS OF APPLICATION:** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless pursued in good faith or a permit has been issued.

**TIME LIMITATIONS OF PERMITS:** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time work is commenced. A valid permit receives an approved inspection every 180 days. Work shall be considered not suspended, abandoned or invalid when the permit has received an approved inspection within 180 days of the previous approved inspection.

**FLORIDA'S CONSTRUCTION LIEN LAW: Protect Yourself and Your Investment:** According to Florida Law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. This means if a lien is filed against your property, it could be sold against your will to pay for labor, materials or other services which your contractor may have failed to pay.

**NOTICE OF RESPONSIBILITY TO CONTRACTOR AND AGENT: YOU ARE HEREBY NOTIFIED** as the recipient of a building permit from Columbia County, Florida, you will be held responsible to the County for any damage to sidewalks and/or road curbs and gutters, concrete features and structures, together with damage to drainage facilities, removal of sod, major changes to lot grades that result in ponding of water, or other damage to roadway and other public infrastructure facilities caused by you or your contractor, subcontractors, agents or representatives in the construction and/or improvement of the building and lot for which this permit is issued. No certificate of occupancy will be issued until all corrective work to these public infrastructures and facilities has been corrected.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

**OWNERS CERTIFICATION:** I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

**NOTICE TO OWNER:** There are some properties that may have deed restrictions recorded upon them. These restrictions may limit or prohibit the work applied for in your building permit. You must verify if your property is encumbered by any restrictions or face possible litigation and or fines.

Donovan Pieper  
**Printed Owners Name**

[Signature]  
**Owners Signature**

**\*\*Property owners must sign here before any permit will be issued.**

**CONTRACTORS AFFIDAVIT:** By my signature, I understand and agree that I have informed and provided this written statement to the owner of all the above written responsibilities in Columbia County for obtaining this Building Permit including all application and permit time limitations.

Gerald Napier  
**Contractor's Signature**

Contractor's License Number CGC057560  
Columbia County  
Competency Card Number \_\_\_\_\_

Affirmed and subscribed before me the Contractor by means of ☐ physical presence or ☒ online notarization, this

16<sup>th</sup> day of September 20 22 and was personally known ☒ or produced ID \_\_\_\_\_

Daniel Batsone

State of Florida Notary Signature (For the Contractor)



# SUBCONTRACTOR VERIFICATION

APPLICATION/PERMIT # \_\_\_\_\_

JOB NAME \_\_\_\_\_

LAKE CITY EAST

**THIS FORM MUST BE SUBMITTED BEFORE A PERMIT WILL BE ISSUED**

Columbia County issues combination permits. One permit will cover all trades doing work at the permitted site. It is **REQUIRED** that we have records of the subcontractors who actually did the trade specific work under the general contractors permit.

**NOTE:** It shall be the responsibility of the general contractor to make sure that all of the subcontractors are licensed with the Columbia County Building Department.

Use website to confirm licenses: <http://www.columbiacountyfla.com/PermitSearch/ContractorSearch.aspx>

**NOTE:** If this should change prior to completion of the project, it is your responsibility to have a corrected form submitted to our office, before that work has begun.

Violations will result in stop work orders and/or fines.

<b>ELECTRICAL</b> <input checked="checked" type="checkbox"/>	Print Name <u>Daniel Beeman</u> Signature <u><i>Daniel Beeman</i></u> Company Name: <u>Network Installation Specialists, LLC</u> License #: <u>EC13010253</u> Phone #: <u>904-305-5708</u>	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>MECHANICAL/</b> <b>A/C</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>PLUMBING/</b> <b>GAS</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>ROOFING</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>SHEET METAL</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>FIRE SYSTEM/</b> <b>SPRINKLER</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>SOLAR</b> <input type="checkbox"/>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE
<b>STATE</b> <input type="checkbox"/> <b>SPECIALTY</b>	Print Name _____ Signature _____ Company Name: _____ License #: _____ Phone #: _____	Need <input type="checkbox"/> Lic <input type="checkbox"/> Liab <input type="checkbox"/> W/C <input type="checkbox"/> EX <input type="checkbox"/> DE

**Notice of General Contractor Change**

Date of notice:

9/14/22

Site(s) Permit#:

#000043844

Site(s) Address:

3099 NE MOUNT CARRIE RD LAKE CITY, FL 32055

To whom it may concern,

Please remove MASTEC NETWORK SOLUTIONS LLC - Stacey Maclin from permit #000043844. Our customer is proceeding with Network Installation Specialists, LLC. - Gerald Napier as the new contractor.

Stacy Maclin

Qualifier (Signature)

Stanley Maclin

Qualifier (Printed Name)

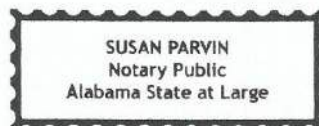
State: Alabama

County: Shelby

This instrument was acknowledged before me this 19 day of September, 2022 by

Stanley Maclin who is personally known to me \_\_\_ or

provided identification State ID.



Susan Parvin

Notary Public's Signature

**CROWN CASTLE USA INC.  
ASSISTANT SECRETARY'S CERTIFICATE**

I, Inge Pasman do hereby certify that I am the Assistant Secretary of CROWN CASTLE USA INC., a Pennsylvania corporation ("Company"), and further certify that:

1. Donovan Pieper is a Services Delivery Supervisor of the Company and continues to hold such position as of the date below; and
2. pursuant to the Company's Commitment Authority Policy, dated December 6, 2021, a Services Delivery Supervisor is authorized to perform such acts as are necessary and appropriate to file and present on behalf of the Company such building, permitting, zoning and land use applications with the appropriate local, state or federal agencies, which are necessary to obtain zoning, construction and operation permits, land use changes, administrative permits, conditional use permits, zoning variances, special exceptions, building permits and any other permits and approvals that relate to the Company's operations.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 4th day of April, 2022.

DocuSigned by:

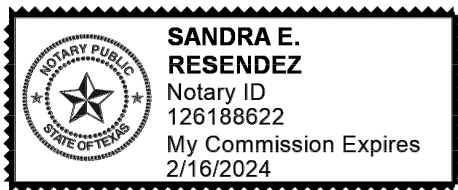
*Inge Pasman*

CE4314280FCE49B

Inge Pasman, Assistant Secretary  
Crown Castle USA Inc.

STATE OF TEXAS  
COUNTY OF HARRIS

This certificate was subscribed and sworn before me by means of an interactive two-way audio communication on the 4th day of April, 2022, by Inge Pasman, Assistant Secretary of CROWN CASTLE USA INC. This notarial act was an online notarization.



My Commission Expires: 2/16/2024

DocuSigned by:

*Sandra E. Resendez*

52179920DF0D4E8...

Notary Public

STATE OF FLORIDA )

COUNTY OF COLUMBIA)

**FIRST AMENDMENT TO GROUND LEASE**

**THIS FIRST AMENDMENT TO GROUND LEASE** (the "**Amendment**") is made and entered into effective as of the last date of execution shown below, by and between **CASSIE D. GREEN; JUDY DARLENE GREEN ODOM; GARY DANE COLE JR. (a/k/a Gary D. Cole, Jr.); and JARRETT DANIEL ODOM** (having a mailing address of 3099 NE Mt. Carrie Road, Lake City, Florida 32055) ("**Landlord**"), and **NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, d/b/a Cingular Wireless, successor in interest to USCOC of Hawaii 3, Inc., a Delaware corporation (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) ("**TENANT**").

**WITNESSETH:**

**WHEREAS**, Acy J. Green and Cassie D. Green, as landlord, and USCOC of Hawaii 3, Inc., a Delaware corporation, entered into that certain Ground Lease dated November 2, 2001 (the "**Agreement**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in **Exhibit "A"** attached hereto (the "**Property**"), a memorandum of which Agreement was filed for record on May 9, 2002 in Deed Book 952, Page 2797 in the Official Records of Columbia County, Florida (the "**MOL**");

**WHEREAS**, Acy. J. Green is deceased and Cassie D. Green succeeded to his interest in and to the Property and the Agreement;

**WHEREAS**, pursuant to that certain Warranty Deed dated September 4, 2012 and recorded in Book 1241, Page 535 in the Official Records of Columbia County, Florida, Cassie D. Green conveyed the real property of which the Property is a part to Judy Darlene Green Odom, Gary Dane Cole Jr, and Jarrett Daniel Odom, reserving a life estate and the income from the Agreement to herself; and

**WHEREAS**, the Agreement has an original term (including all extension terms) that will terminate on June 30, 2032 (the "**Original Term**") and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) **Renewal Terms**. Section 7 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

Tenant shall have the option to extend this Agreement for two (2) additional ten (10) year periods followed by five (5) additional five (5) year periods (each a “**Renewal Term**”). Each such option to extend shall be deemed automatically exercised by Tenant unless Tenant gives Landlord written notice of its intention not to so extend the term at least ninety (90) days prior to the end of the then current term.

The parties acknowledge that one (1) of the ten (10) year options to extend the Agreement referenced above has already been exercised. If all such options to extend are exercised, then the final expiration of the Agreement shall occur on June 30, 2057.

(b) **Consideration.** Notwithstanding any provision of Sections 9 or 10 of the Agreement to the contrary, effective the first day of the second full month following full execution of this Amendment, the monthly rent due under the Agreement shall increase by [REDACTED]; provided however that such increase is prospective only and in no event shall Tenant be liable for back rent. Following such one-time increase, rent shall adjust pursuant to Section 10 of the Agreement.

(c) **Rent Guarantee.** If at any time prior to June 30, 2027: (i) Tenant exercises any of Tenant’s rights to terminate the Agreement, or (ii) Tenant elects not to extend such Agreement, Tenant shall pay to Landlord a termination fee (the “**Termination Fee**”) equal to the amount of rent that Tenant would have owed to Landlord under the Agreement, as amended, between the date of such early termination or election not to extend and June 30, 2027. The Termination Fee shall be due and payable in the same manner and on the same dates as set forth in the Agreement, as amended. Notwithstanding the foregoing, Tenant shall be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Agreement due to a Landlord default. The Termination Fee is in lieu of any other payments due pursuant to Section 8 of the Agreement, or otherwise in the Agreement, upon any termination of the Agreement:

(d) **Road Maintenance.** The parties hereby acknowledge and agree that Tenant has no obligation under the Agreement, or otherwise, to maintain the shared use road which provides access to the Property during the term of the Agreement as the same may be extended. In the event that Tenant performs any maintenance or repairs on such shared use road, such maintenance or repairs shall not be deemed to establish any continuing obligation of Tenant to maintain or repairing the shared use road.

(e) **Right of First Refusal.** If Landlord receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring Landlord’s interest in the Agreement to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of Landlord’s interest in the Agreement including the rent or revenue derived therefrom, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer (“**Landlord’s Notice**”), and Tenant shall have a right of

first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. Landlord's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Landlord's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in Landlord's Notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's Notice and the assignment shall be effective upon written notice to Landlord.

(f) **Eminent Domain.** If Landlord receives written or other notice of a proposed taking by eminent domain of any part of the Property or any part of any related easements, Landlord will notify Tenant of the proposed taking within five (5) days of receiving such notice. Tenant shall have the option to: (i) declare the Agreement null and void and thereafter neither Tenant nor Landlord will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Property or related easement that will not be taken, in which event there shall be an equitable adjustment in rent with respect to the portion of the Property or related easements so taken. Under either option, Tenant shall have the right to contest the taking and directly pursue an award.

(g) **Execution of Governmental Documentation.** If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including, without limitation, any documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communication facilities. Landlord agrees to be a named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

(h) **Notice.** The Agreement is hereby amended to reflect the following notice address for Tenant:

NCWPCS MPL 30-Year Sites Tower Holdings LLC  
Legal Department  
Attention: Network Legal  
208 S. Akard Street  
Dallas, Texas 75202-4206

With a copy to:

CCATT LLC  
Attention: Legal Dept.  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Tenant shall pay to Landlord the sum of [REDACTED] within thirty (30) days following the final execution of this Amendment by Tenant.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, the MOL or that certain Letter Agreement between Landlord and Tenant dated September 6, 2016 and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a Change of Ownership Form as provided by Tenant and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Landlord represents and warrants that:

(i) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(ii) Except as expressly identified in this Amendment, Landlord owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(v) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(vi) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**[Signatures Appear on the Following Page]**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Ground Lease effective as of the last date of execution shown below.

**WITNESSES:**

T. Bolton  
Print Name: Tiffany Bolton

Judy Darlene Green Odom  
Print Name: Judy Darlene Green Odom

**LANDLORD:**

Cassie D. Green  
**CASSIE D. GREEN**

By: Judy Darlene Odom  
Judy Darlene Odom, her Attorney-in-Fact

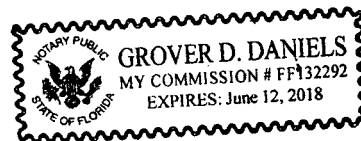
STATE OF Fl )  
COUNTY OF Columbia )

The foregoing First Amendment to Ground Lease was acknowledged before me this 28<sup>th</sup> day of Oct, 2016 by **JUDY DARLENE ODOM**, as Attorney-in-Fact for **CASSIE D. GREEN**. She is personally known to me or has produced 7/D/2 as identification.

Given under my hand this 28<sup>th</sup> day of Oct, 2016

Notary Public

Grover D. Daniels  
Printed Name: Grover D. Daniels



My Commission Expires: 6/12/18  
My Commission Number: FF132292

**WITNESSES:**

Hannah Tucker  
Print Name: Hannah Tucker

Virginia A. Everett  
Print Name: Virginia A. Everett

**LANDLORD:**

Judy Darlene Green Odom  
**JUDY DARLENE GREEN ODOM**

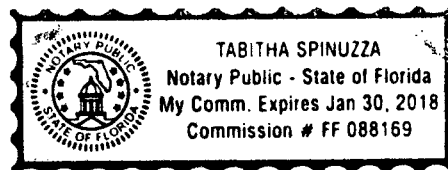
STATE OF Florida )  
COUNTY OF Columbia )

The foregoing First Amendment to Ground Lease was acknowledged before me this 24 day of October, 2016 by **JUDY DARLENE GREEN ODOM**. She is personally known to me or has produced Driver's License as identification.

Given under my hand this 24 day of October, 2016.

Notary Public

Tabitha Spinzza  
Printed Name: Tabitha Spinzza



My Commission Expires: Jan 30, 18  
My Commission Number: FF 088169

**WITNESSES:**

Hannah Tucker  
Print Name: Hannah Tucker

**LANDLORD:**

Gary Dane Cole Jr.  
**GARY DANE COLE JR.**  
(a/k/a Gary D. Cole, Jr.)

Virginia A. Everett  
Print Name: Virginia A. Everett

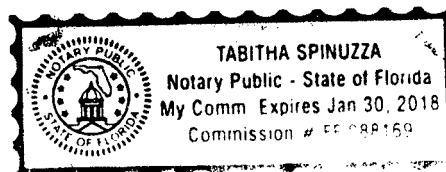
STATE OF Florida )  
COUNTY OF Columbia )

The foregoing First Amendment to Ground Lease was acknowledged before me this 24 day of October, 2016 by **GARY DANE COLE JR. (a/k/a GARY D. COLE, JR.)**. He is personally known to me or has produced Drives License as identification.

Given under my hand this 24 day of October, 2016.

Notary Public

Tabitha Spinuzza  
Printed Name: Tabitha Spinuzza



My Commission Expires: Jan 30, 18  
My Commission Number: FF088169

**WITNESSES:**

Hannah Tucker  
Print Name: Hannah Tucker

Virginia A. Everett  
Print Name: Virginia A. Everett

**LANDLORD:**

Jarrett Daniel Odom  
**JARRETT DANIEL ODOM**

STATE OF Florida )  
COUNTY OF Columbia )

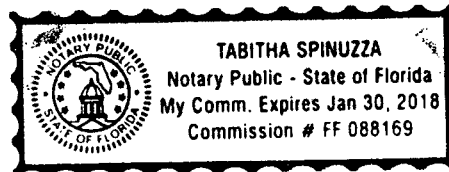
The foregoing First Amendment to Ground Lease was acknowledged before me this 24 day of October, 2016 by **JARRETT DANIEL ODOM**. He is personally known to me or has produced Driver's License as identification.

Given under my hand this 24 day of October, 2016

Notary Public

Tabitha Spinuzzi  
Printed Name: Tabitha Spinuzzi

My Commission Expires: Jan 30, 18  
My Commission Number: FF088169



**WITNESSES:**

[Signature]  
Print Name: LISA ROBINSON

[Signature]  
Print Name: Laci Chenev

**TENANT:**

**NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC,**  
a Delaware limited liability company

By: **CCATT LLC,**  
a Delaware limited liability company  
Its Attorney-in-Fact

By: [Signature] (SEAL)  
Name: Matthew Norwood  
Its: Real Estate Transaction Manager

STATE OF Texas )  
COUNTY OF Harris )

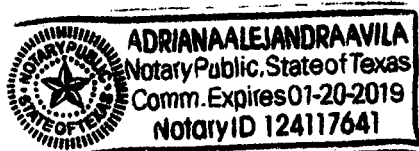
The foregoing First Amendment to Ground Lease was acknowledged before me this 9 day of November, 2016 by Matthew Norwood of **CCATT LLC**, a Delaware limited liability company, as Attorney-in-Fact for **NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC**, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this 9 day of November, 2016.

Notary Public

[Signature]  
Printed Name: Adriana Alejandra Avila

My Commission Expires: 1/20/19  
My Commission Number: 124117641



## EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 18 EAST; THENCE S 89°24'43" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION FOR 412.50 FEET TO A SET 5/8" REBAR AND CAP (LB 6792) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 89°24'43" E ALONG SAID LINE FOR 380.00 FEET TO A SET 5/8" REBAR AND CAP (LB 6792); THENCE SOUTH FOR 383.00 FEET TO A SET 5/8" REBAR AND CAP (LB 6792); THENCE N 89°24'43" W FOR 380.00 FEET TO A SET 5/8" REBAR AND CAP (LB 6792); THENCE NORTH FOR 383.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN COLUMBIA COUNTY, FLORIDA, CONTAINING 3.341 ACRES, MORE OR LESS.

TOGETHER WITH,

A PROPOSED 30.00 FEET WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF LAND COMMENCING AT THE NORTHWEST (NW) CORNER PROPERTY MONUMENT 264 FEET SOUTH, 412.5 FEET EAST, 264 FEET NORTH, 412.5 FEET WEST, TO THE POINT OF BEGINNING, CONTAINING TWO AND A HALF (2 1/2) ACRES MORE OR LESS, OF SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 18 EAST, CONTAINING FORTY (40) ACRES MORE OR LESS, IN COLUMBIA COUNTY, FLORIDA, LESS A PORTION OF LAND IN THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 18 EAST; DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST (SW) ONE QUARTER (1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) AND RUNS SOUTH 264 FEET; THENCE EAST 131 FEET; THENCE NORTHWEST 268.5 FEET; THENCE WEST 82 FEET TO THE POINT OF BEGINNING CONTAINING 0.6438 OF AN ACRE IN COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT MAINTAINED ROAD RIGHT-OF-WAY FOR FOREST SERVICE ROAD NO. 215 (MOUNT CARRIE ROAD).

Site No. 774317GROUND LEASE

This Lease is made and entered into as of the 2ND day of NOVEMBER, 2001,  
by and between (names) ACEY GREEN & CASSIE GREEN

(address) RR 7 Box 704 LAKE CITY FL 32055-9705, 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 ("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: 510 x 510

Approximate acreage: 5.97

Location: RR 7 Box 704 LAKE CITY FL 32055-9705  
Section 15, T3S, R18E PARCELS 12075-001 & 10275-000

in COLUMBIA County, State of Florida.

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

(collectively the "Leasehold Parcel") together with unrestricted access for Tenant's uses from the  
nearest public right-of-way along the Landlord's property.

(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,

Prepared by, and when recorded please return to:  
U.S. CELLULAR  
ATTN: REAL ESTATE  
8410 W. BRYN MAWR AVENUE  
SUITE 700  
CHICAGO, IL 60631

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.

(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 eighteen months (the "Initial Option Term") and may be renewed by Tenant for an additional six 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.

Width: 30; Approximate length: 1300'  
between the Leasehold Parcel and the public road known as MOUNT CARRIE RD.  
over existing traveled ways where practical, and establishing a new route as necessary.

Use: Utilities.

Width: \_\_\_\_\_; Approximate length: SAME AS Access  
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.

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 Easement 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 \_\_\_\_ annual anniversary of the Commencement Date occurred.

7. Option to Renew. Tenant shall have the option to renew this Lease for up to Two additional terms of Ten years each, upon a continuation of all the same provisions hereof, 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 the amount of \$ [REDACTED] as liquidated damages.

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, which shall be due when construction begins and then regularly thereafter 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 years' 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 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 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.

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 Tenant to any other party without the necessity of obtaining Landlord'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. Tenant shall notify Landlord in writing of the name and address of any 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.

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. If Landlord does not notify Tenant that Tenant must remove such Improvements, then Tenant shall have the option of either removing or abandoning such Improvements, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

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 non-compliance, 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. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover 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.

END OF AGREEMENT

[SIGNATURE PAGE FOLLOWS NEXT]

## Signature Page

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

LESSOR:

x Acy J. Green  
(printed) Acy J. GREEN

Social Security # (or FEIN)

[REDACTED]

x Cassie Green  
(printed) Cassie Green

[REDACTED]

WITNESSES:

x Lawrence Reuter  
Printed: LAWRENCE REUTER

x James Maxwell  
Printed: JAMES MAXWELL

LESSEE:

USCOC of Hawaii 3, Inc.,  
a Delaware corporation

By: ACHEM GARNAGUI  
Printed: ACHEM GARNAGUI  
Date: 11/15/01

WITNESSES:

x Janet Mellenthin  
Printed: Janet Mellenthin

x Joanne Rivera  
Printed: Joanne Rivera

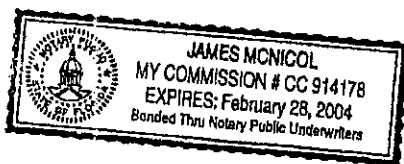
STATE OF FLORIDA )COUNTY OF COLUMBIA )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ACY GREEN (and) CASSIE GREEN, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 2<sup>ND</sup> day of NOVEMBER, 2001.

ACY GREEN 6650-010-26-048-0

CASSIE GREEN 6650-104-26-603-0



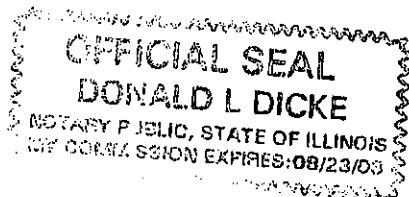
*[Signature]*  
Notary Public

My commission expires 2/28/04

STATE OF ILLINOIS )COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that (name) HICHEM GARNAOUI (title) VICE PRESIDENT for U. S. Cellular, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 15<sup>th</sup> day of NOVEMBER, 2001.



*[Signature]*  
Notary Public

My commission expires 8/23/03