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7-14-98

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (the "Agreement") is entered into as of the ____ day of _____, 19____, between Aubrey W. Bailey and Kelley W. Bailey (the "LANDLORD") and Gearon Communications, a division of AMERICAN TOWER SYSTEMS, L.P., a Delaware limited partnership (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Columbia County, State of Florida and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 square feet, together with a right of way thereto, as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in and substantially shown as cross-hatched on the Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of _____ (the "Option Money"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to August 18th, 1998 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including February 18th, 1999 with an additional payment of _____ by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. From and after

Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B.

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site"), TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

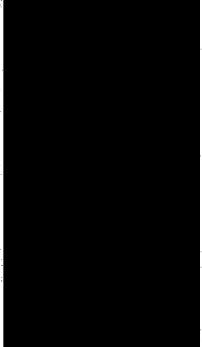
1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right-of-way, which is known as Box 1634 Rural Route 2 (Parcel # 05-55-17-09120-000) _____, to the Property, as such right-of-way is shown on Exhibit "A-1" hereto (the "Right-of-Way").

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of _____ to be paid in equal monthly installments on the first day of each month during the term, in advance, to Aubrey W. Bailey or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

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exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	
2nd	
3rd	
4th	
5th	
6th	
7th	
8th	
9th	

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the ninth (9th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the ninth (9th) extended term, then upon the expiration of the ninth (9th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the ninth (9th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction,

installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property within 100 feet as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on ~~LANDLORD's Surrounding Property and/or the Right-of-Way~~ reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

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TENANT, ~~at TENANT's option~~, may erect ~~either a self supporting tower or a guyed tower~~ suitable for its proposed use. ~~- Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's tower. The easement granted herein shall extend such distance from the TENANT's tower as is reasonably necessary, in TENANT's sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's tower or the tower's guy wires or the TENANT's other improvements.~~

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7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other

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further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within ~~a reasonable 120~~ days period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed. TENANT shall not be required to remove any foundation more than three (3) feet below grade level.

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11. **Sale of Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the

sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. Notwithstanding the foregoing, TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a

deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. Title Insurance. TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. Hazardous Substances. LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: Gearon Communications, a division of
American Tower Systems, L.P.
1760 The Exchange, N.W., Suite 200
Atlanta, Georgia 30339
Attn: Legal Department

LANDLORD: Aubrey W. Bailey and
Kelly W. Bailey
Route 2 Box 1634
Lake City, Florida 32024

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. Miscellaneous. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

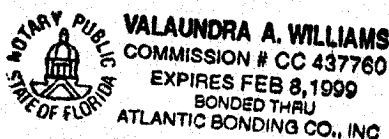
**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Karen Beaver
Witness

Valaundra A. Williams
Notary Public

Date: 5-21-98

[Affix Notarial Seal]



LANDLORD:

By: Aubrey W. Bailey /s/
Name: Aubrey W. Bailey
Its: OWNER

By: Kelly W. Bailey /s/
Name: KELLY W. BAILEY
Its: OWNER

[Affix Seal, if applicable]

[Signatures continued on next page.]

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

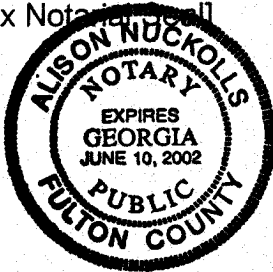
TENANT: Gearon Communications, a division
of AMERICAN TOWER SYSTEMS, L.P., a
Delaware limited partnership

By: Its Sole General Partner, ATSC GP Inc.

Dana L. Garcia
Witness
Alison Nuckolls
Notary Public

By: [Signature] (SEAL)
Name: Jeffrey A. Ebihara
Title: Vice President
Date: July 24, 1998

[Affix Notary Seal]



UNITED STATES
DEPARTMENT OF JUSTICE



EXHIBIT "A"

(Description of the Property)

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LEGAL DESCRIPTION
NEXTEL FL-7049 A
LEASE PARCEL

A PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 17 EAST AS DESCRIBED IN O.R. BOOK 451, PAGE 818 OF THE CURRENT PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LANDS DESCRIBED IN SAID O.R. 451, PAGE 818 AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 131, PER SECTION 2964-150; THENCE N89°29'15"E, ALONG SAID NORTH LINE, A DISTANCE OF 504.07 FEET; THENCE S00°53'26"W, A DISTANCE OF 250.07 FEET TO THE POINT OF BEGINNING; THENCE N89°29'16"E, A DISTANCE OF 100.00 FEET; THENCE S00°53'26"W, A DISTANCE OF 100.00 FEET; THENCE S89°29'15"W, A DISTANCE OF 100.00 FEET; THENCE N00°53'26"E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.229 ACRES OR 10000 SQUARE FEET MORE OR LESS.

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender: Production Credit Assoc. of Live Oak
Loan Officer Name and Telephone: Bill Cobb
Loan Number:

Liens:

Judgments: NONE

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EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

BC

LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)

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A
LEASE PARCEL

A PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 17 EAST AS DESCRIBED IN O.R. BOOK 451, PAGE 818 OF THE CURRENT PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LANDS DESCRIBED IN SAID O.R. 451, PAGE 818 AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 131, PER SECTION 2964-150; THENCE N89°29'16"E. ALONG SAID NORTH LINE, A DISTANCE OF 504.07 FEET; THENCE S00°53'26"W, A DISTANCE OF 250.07 FEET TO THE POINT OF BEGINNING; THENCE N89°29'16"E, A DISTANCE OF 100.00 FEET; THENCE S00°53'26"W, A DISTANCE OF 100.00 FEET; THENCE S89°29'16"W, A DISTANCE OF 100.00 FEET; THENCE N00°53'26"E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

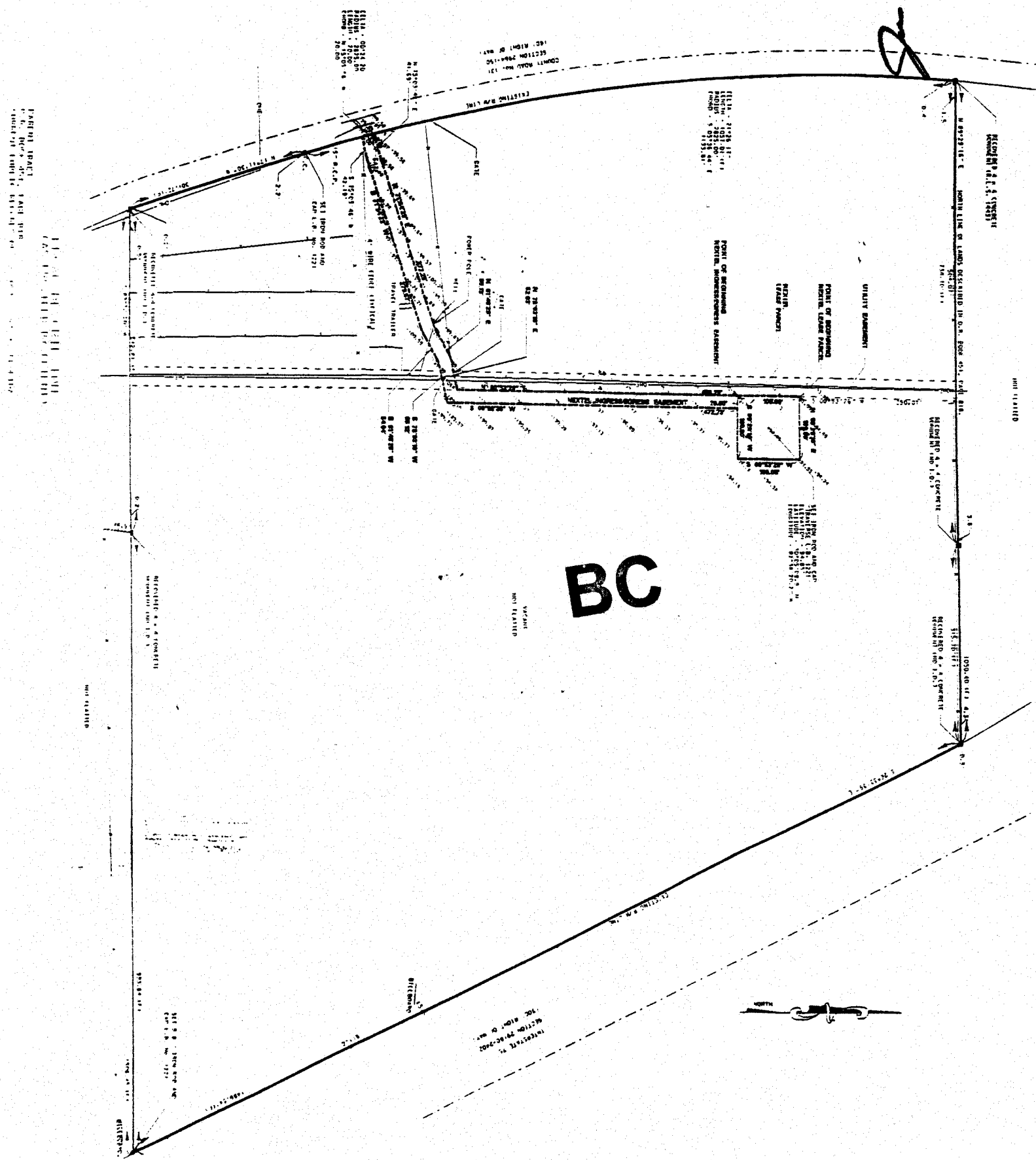
CONTAINING 0.229 ACRES OR 10000 SQUARE FEET MORE OR LESS.

INGRESS/EGRESS EASEMENT

A PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 17 EAST AS DESCRIBED IN O.R. BOOK 451, PAGE 818 OF THE CURRENT PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LANDS DESCRIBED IN SAID O.R. 451, PAGE 818 AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 131, PER SECTION 2964-150; THENCE N89°29'16"E, ALONG SAID NORTH LINE, A DISTANCE OF 504.07 FEET; THENCE S00°53'26"W, A DISTANCE OF 350.07 FEET TO SOUTHWEST CORNER OF THE NEXTEL LEASE PARCEL AND THE POINT OF BEGINNING; THENCE: N 89°29'16"E, ALONG THE SOUTH LINE OF SAID LEASE PARCEL, A DISTANCE OF 20.00 FEET; THENCE: S00°53'26"W, A DISTANCE OF 472.73 FEET; THENCE S78°03'18"W, A DISTANCE OF 65.12 FEET; THENCE S61°45'25"W, A DISTANCE OF 54.04 FEET; THENCE S71°54'23"W, A DISTANCE OF 279.57 FEET; THENCE S75°03'46"W, A DISTANCE OF 42.19 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID COUNTY ROAD No. 131 AND A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A DELTA OF 00°24'20", A RADIUS OF 2825.00 AND A CHORD BEARING OF N15°05'56"W; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ARC OF SAID CURVE A DISTANCE OF 20.00 FEET; THENCE, DEPARTING SAID CURVE AND RIGHT OF WAY LINE, N75°03'46"E, NON TANGENT TO SAID CURVE, A DISTANCE OF 41.69 FEET; THENCE N71°54'23"E, A DISTANCE OF 277.25; THENCE N61°45'25"E, A DISTANCE OF 55.13 FEET; THENCE N78°03'18"E, A DISTANCE OF 52.03 FEET; THENCE N00°53'26"E, A DISTANCE OF 456.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.412 ACRES OR 17959 SQUARE FEET MORE OR LESS

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BC