

This Instrument Prepared By:  
John R. "B.J." Ibach, Esq.  
Burr & Forman LLP  
Bank of America Tower  
50 North Laura Street, Suite 3000  
Jacksonville, Florida 32202

Return to:  
Crown Castle  
8020 Katy Freeway, Suite 900  
Houston, Texas 77024  
Attention: PEP Department

**STATE OF FLORIDA)**

**COUNTY OF POLK )**

Cross Reference to:  
Book 4245, Page 1701  
Book 10111, Page 874  
Polk County, Florida Records

## **SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT** (this "**Amendment**") is made and entered into effective as of the last date of execution set forth below, by and between **THE CITY OF HAINES CITY, FLORIDA**, a municipal corporation (having a mailing address of P.O. Box 1507, Haines City, Florida 33844) ("**LESSOR**"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation ("**BMI**") (having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 813817, Cell Site Name: 239-029.3 (LAKE ELSIE), Fixed Asset No: 10016583, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319) ("**TENANT**").

### **WITNESSETH:**

**WHEREAS**, LESSOR and BMI entered into that certain Option and Lease Agreement dated May 8, 1998 (the "**Original Agreement**"), covering certain real property, together with easements for ingress, egress and utilities thereto, in Polk County, Florida (the "**Property**"), a memorandum of which was recorded on May 20, 1999 in Official Record Book 4245, Page 1701 in the Public Records of Polk County, Florida (the "**Original MOL**");

**WHEREAS**, LESSOR and TENANT entered into that certain First Amendment to Option and Lease Agreement dated March 30, 2017 (the "**First Amendment**" and, together with the Original Agreement, the "**Agreement**"), a memorandum of which was recorded on April 6, 2017 in Book 10111, Page 874 in the Public Records of Polk County, Florida (the "Amended MOL" and, together with the Original MOL, the "**MOL**"); and

**WHEREAS**, the parties desire to amend the Agreement to amend the description of the Property 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) **The Property.** From and after the date of this Amendment, the term “Property,” as used in the Agreement, means the real property described and/or depicted on **Exhibit A** to this Amendment.

(b) **Continuance of Lease.** Section 5 of the Original Agreement as amended is deleted from the Agreement in its entirety.

(c) **Notice.** Section 19 of the Original Agreement as amended is hereby amended to reflect the following notice address for TENANT:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 813817  
Cell Site Name: 239+-029.3 (LAKE ELSIE)  
Fixed Asset No. 10016583  
1025 Lenox Park Blvd. NE  
3rd Floor  
Atlanta, Georgia 30319

and to:

AT&T Legal Department -- Network  
Attention: Network Counsel  
Re: Fixed Asset No. 10016583  
208 S. Akard Street  
Dallas, Texas 75202-4206

with a copy to:

Crown Castle South LLC  
General Counsel  
Attention: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

(d) **Execution of Governmental Documentation.** If requested by TENANT, LESSOR 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. LESSOR agrees to be a named applicant if requested by TENANT. In furtherance of the foregoing, LESSOR hereby appoints TENANT as LESSOR’s attorney-in-fact to execute all land use applications, permits, licenses and other approvals on LESSOR’s behalf.

2. **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. LESSOR and TENANT

ratify, confirm and adopt the Agreement as of the date hereof for purposes of compliance with Florida Statute Ch. 695.01 (as amended) 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 or the MOL 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 this Amendment.

(c) **IRS Form W-9.** LESSOR 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 LESSOR 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 LESSOR. LESSOR'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) **Survey.** TENANT reserves the right, at its discretion and at its sole cost, to obtain a survey (the "**Survey**") specifically describing the Property and any access and utility easements associated therewith. TENANT shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Property, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** LESSOR represents and warrants that:

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

(ii) TENANT is not currently in default under the Agreement, and to LESSOR'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.

(iii) LESSOR agrees to provide such further assurances as may be requested to carry out and evidence the full intent 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.

(iv) LESSOR acknowledges that the Property, shall include any portion of LESSOR's property on which communications facilities or other TENANT improvements exist on the date of this Amendment.

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

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereunder hereto to initiate litigation for the purpose of enforcing any of its or his rights or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Recording.** At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Agreement, as may be amended from time to time, and for no additional consideration payable to LESSOR, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment (“**Memorandum**”) and LESSOR covenants and agrees to execute said Memorandum within thirty (30) days following Tenant’s written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a “**Notice of Amendment to Lease**”) executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

**[Signatures appear on the following pages.]**





**EXHIBIT A**

**THE PROPERTY**

**SITE: 239-029.3 (LAKE ELSIE)**

**BUN: 813817**

**OWNERS: CITY OF HAINES CITY, A FLORIDA MUNICIPALITY**

**TAX PARCEL NUMBER: 27-27-33-000000-014030**

**POLK COUNTY, FLORIDA**

**CROWN TOWER PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°02'32" WEST FOR 55.00 FEET; THENCE NORTH 88°57'28" EAST FOR 50.00 FEET; THENCE SOUTH 01°02'32" EAST FOR 55.00 FEET; THENCE SOUTH 88°57'28" WEST FOR 50.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,750 SQUARE FEET (0.06 ACRES), MORE OR LESS.

**CROWN 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "A"  
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 50 FOOT BY 55 FOOT TOWER PARCEL; THENCE NORTH 88°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "A"; THENCE SOUTH 01°02'32" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TOWER PARCEL FOR 24.52 FEET TO POINT "A"; THENCE SOUTH 88°20'58" WEST FOR 20.00 FEET TO POINT "B"; THENCE CONTINUE SOUTH 88°20'58" WEST FOR 25.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "B"; THENCE NORTH 01°02'32" WEST ALONG A LINE PARALLEL WITH AND OFFSET 10 FEET WEST OF SAID WEST LINE FOR 69.73 FEET; THENCE SOUTH 88°57'28" WEST FOR 25.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE NORTH 88°20'58" EAST FOR 458.21 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION SYSTEM, INC., RAILROAD (130 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

**CROWN 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "B"**  
**(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" TRACT, AS PER DESCRIPTION RECORDED ON OFFICIAL RECORD BOOK 5839, PAGE 1631 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 50 FOOT BY 55 FOOT TOWER PARCEL; THENCE NORTH 88°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET; THENCE SOUTH 01°02'32" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TOWER PARCEL FOR 24.52 FEET; THENCE NORTH 88°20'58" EAST FOR 458.21 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION SYSTEM, INC., RAILROAD (130 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "B"; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 78°59'29" AND A CHORD OF 63.60 FEET THAT BEARS NORTH 21°02'28" EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 68.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2,703.38 FEET, A CENTRAL ANGLE OF 06°14'55" AND A CHORD OF 294.68 FEET THAT BEARS NORTH 21°34'44" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID COMPOUND CURVE FOR 294.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°42'11" WEST FOR 1,028.06 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBINSON DRIVE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

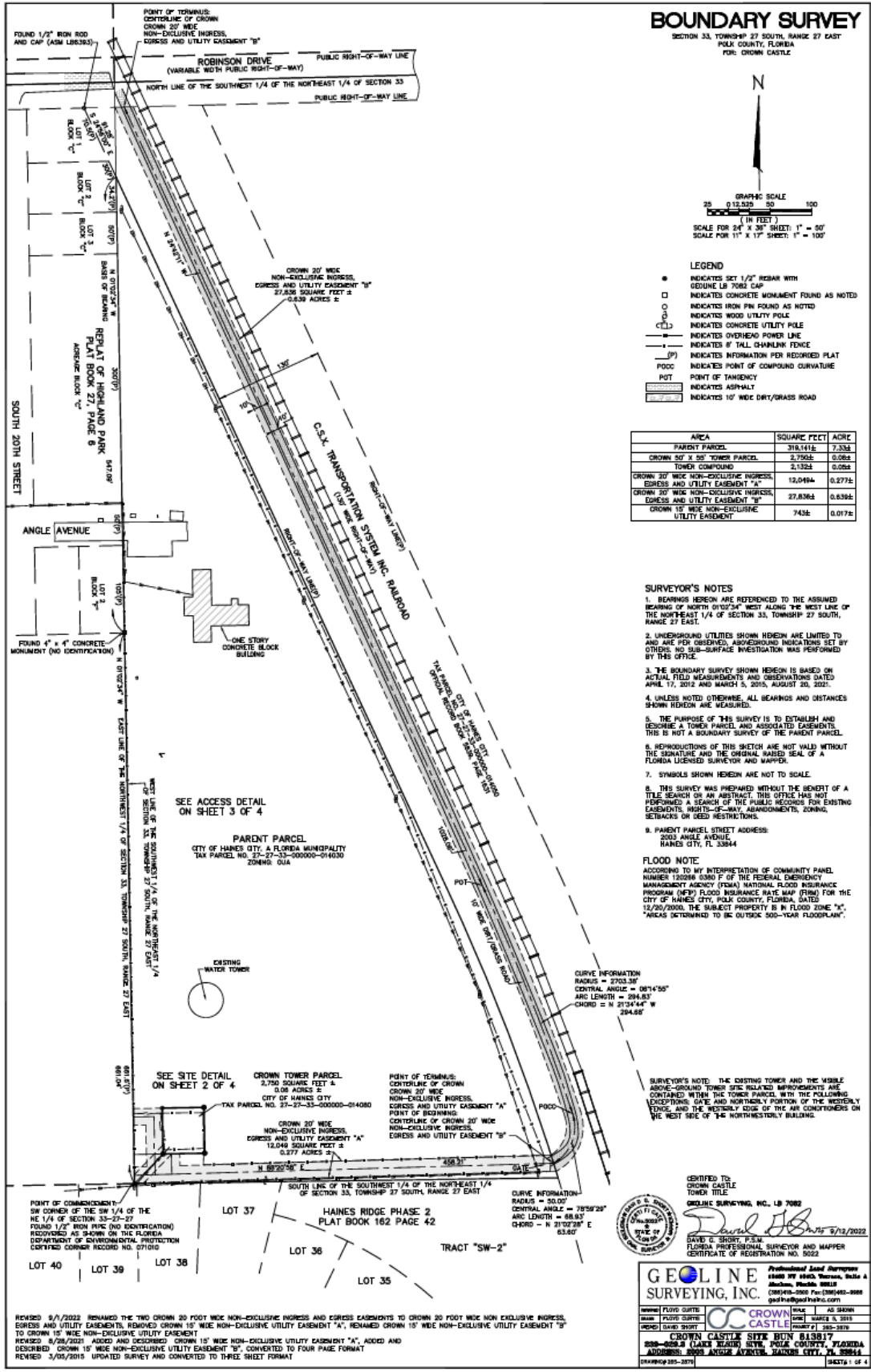
**CROWN 15-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT**  
**(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 50 FOOT BY 55 FOOT TOWER PARCEL AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 43°57'27" WEST FOR 49.50 FEET TO SAID SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT ARE TO BE LENGTHENED TO INTERSECT WITH THE WEST AND SOUTH LINES OF SAID TOWER PARCEL, AND TO BE SHORTENED TO INTERSECT WITH THE WEST AND SOUTH LINES OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4.

CONTAINING 743 SQUARE FEET (0.017 ACRES), MORE OR LESS.





# BOUNDARY SURVEY

SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA  
FOR: CROWN CASTLE

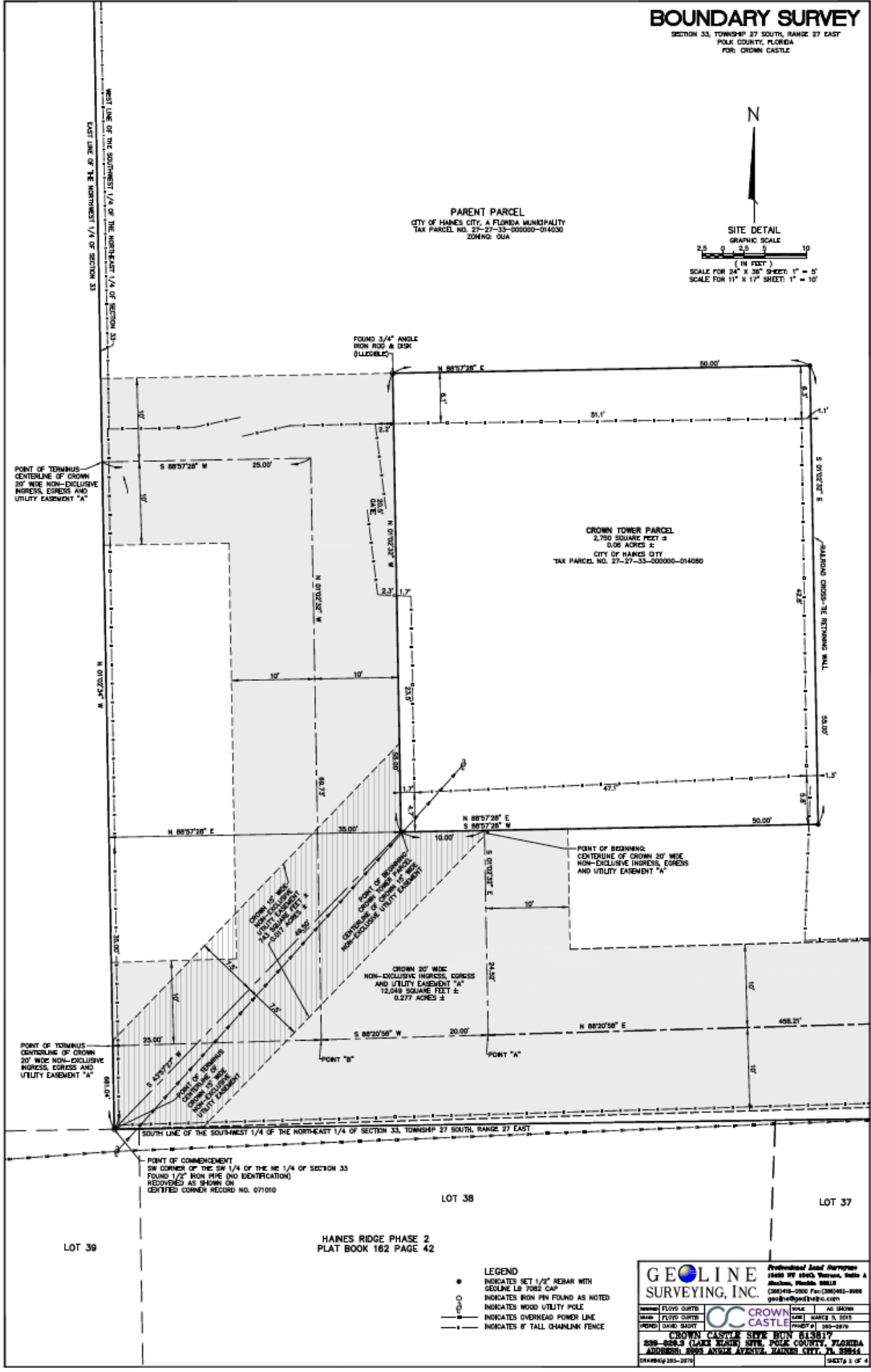


**SITE DETAIL**  
GRAPHIC SCALE  
2.5 0 2.5 5 10  
[IN FEET]  
SCALE FOR 24" X 36" SHEET: 1" = 5'  
SCALE FOR 11" X 17" SHEET: 1" = 10'

**PARENT PARCEL**  
CITY OF HAINES CITY, A FLORIDA MUNICIPALITY  
TAX PARCEL NO. 27-27-33-00000-014030  
ZONING: OUA

**CROWN TOWER PARCEL**  
2,750 SQUARE FEET ±  
0.06 ACRES ±  
CITY OF HAINES CITY  
TAX PARCEL NO. 27-27-33-00000-014080

**CROWN 20' WIDE  
NON-EXCLUSIVE INGRESS, EGRESS  
AND UTILITY EASEMENT "A"**  
12,048 SQUARE FEET ±  
0.277 ACRES ±



LOT 38

LOT 37

LOT 39

**HAINES RIDGE PHASE 2**  
PLAT BOOK 162 PAGE 42

- LEGEND**
- INDICATES SET 1/2" REBAR WITH SEGMENT LA TOSE GAP
  - INDICATES IRON PIN FOUND AS NOTED
  - INDICATES WOOD UTILITY POLE
  - INDICATES OVERHEAD POWER LINE
  - INDICATES 4' TALL CHAINLINK FENCE

<b>GEOLINE SURVEYING, INC.</b>		Professional Seal Required 10000 W. 10th Avenue, Suite A Jackson, Florida 39201 (866)495-5000 Fax (866)495-5000 info@geolineinc.com	
DATE: FLOYD CURTIS	SCALE: AS SHOWN	<b>CROWN CASTLE</b>	
PROJECT: LAKE SHIRT	DATE: MARCH 5, 2019		
CROWN CASTLE SITE RUN 813817 808-8863 (LAKELAND) 8786, POLK COUNTY, FLORIDA ADDRESS: 8088 AVENUE ATLANTA, HAINES CITY, FL 32844			
DRAWING: 280-2874			28378 2 OF 4



# BOUNDARY SURVEY

SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST  
POLK COUNTY, FLORIDA  
FOR: CROWN CASTLE



### PROPERTY DESCRIPTIONS

PARENT PARCEL  
(POLK COUNTY, PROPERTY APPRAISER TAX ROLLS)

W 1/2 OF SW 1/4 OF NE 1/4 W OF RR.

CROWN TOWER PARCEL  
(PREPARED BY GEOLINE SURVEYING, INC.)

"THAT PART OF THE 'CITY OF HANES CITY' PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 89°57'28" EAST FOR 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°02'34" WEST FOR 35.00 FEET; THENCE NORTH 89°57'28" EAST FOR 35.00 FEET; THENCE SOUTH 01°02'34" EAST FOR 35.00 FEET; THENCE SOUTH 89°57'28" WEST FOR 35.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,700 SQUARE FEET (0.06 ACRES), MORE OR LESS.

CROWN 20 FOOT WIDE NON-EXCLUSIVE EGRESS, EGRESS AND UTILITY EASEMENT "A"  
(PREPARED BY GEOLINE SURVEYING, INC.)

"THAT PART OF THE 'CITY OF HANES CITY' PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 89°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 80 FOOT BY 85 FOOT TOWER PARCEL; THENCE NORTH 89°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE EGRESS, EGRESS AND UTILITY EASEMENT "A"; THENCE SOUTH 01°02'34" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TOWER PARCEL FOR 24.82 FEET TO POINT "A"; THENCE SOUTH 89°57'28" WEST FOR 20.00 FEET TO POINT "B"; THENCE CURVING SOUTH (RIGHT-OF-WAY) WEST FOR 20.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "B"; THENCE NORTH 01°02'34" WEST ALONG A LINE PARALLEL WITH AND OFFSET 10 FEET WEST OF SAID WEST LINE FOR 68.73 FEET; THENCE SOUTH 89°57'28" WEST FOR 25.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE NORTH 89°57'28" EAST FOR 458.21 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF C.S. TRANSPORTATION SYSTEM, INC. (RAILROAD 1/32 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

CROWN 20 FOOT WIDE NON-EXCLUSIVE EGRESS, EGRESS AND UTILITY EASEMENT "B"  
(PREPARED BY GEOLINE SURVEYING, INC.)

"THAT PART OF THE 'CITY OF HANES CITY' TRACT, AS FOR DESCRIPTION RECORDED ON OFFICIAL RECORD BOOK 5836, PAGE 1837 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 89°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 80 FOOT BY 85 FOOT TOWER PARCEL; THENCE NORTH 89°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET; THENCE SOUTH 01°02'34" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TOWER PARCEL FOR 24.82 FEET; THENCE NORTH 89°57'28" EAST FOR 458.21 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF C.S. TRANSPORTATION SYSTEM, INC. (RAILROAD 1/32 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE EGRESS, EGRESS AND UTILITY EASEMENT "B"; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 79°59'20" AND A CHORD OF 63.80 FEET THAT BEARS NORTH 21°02'34" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 68.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2,703.58 FEET, A CENTRAL ANGLE OF 0°14'59" AND A CHORD OF 294.88 FEET THAT BEARS NORTH 21°34'44" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID COMPOUND CURVE FOR 294.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°42'11" WEST FOR 1,028.68 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBINSON DRIVE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

CROWN 15-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT  
(PREPARED BY GEOLINE SURVEYING, INC.)

"THAT PART OF THE 'CITY OF HANES CITY' PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 89°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 80 FOOT BY 85 FOOT TOWER PARCEL; THENCE NORTH 89°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 43°37'27" WEST FOR 49.50 FEET TO SAID SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THE SEQUENCES OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT ARE TO BE CONSIDERED TO INTERSECT WITH THE WEST AND SOUTH LINES OF SAID TOWER PARCEL, AND TO BE SHORTENED TO INTERSECT WITH THE WEST AND SOUTH LINES OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4.

CONTAINING 743 SQUARE FEET (0.017 ACRES), MORE OR LESS.

**GEOLINE SURVEYING, INC.**  
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OWNER	FLUJO CORP	DATE	AS SHOWN
DATE	PLUJO CORP	LINE	RANGE 27 EAST
SECTION	DAVID 21011	TOWNSHIP	27 SOUTH

CROWN CASTLE SILVER BURN BLDG #19  
500-500 S (LAKE BLVD) SUITE, POLK COUNTY, FLORIDA  
ADDRESS: 5000 AZOGUE AVENUE, RANDOLPH CITY, TN 38864  
STATE: TN 375-377