

GROUND AND TOWER LICENSE AGREEMENT

THIS GROUND AND TOWER LICENSE AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2023, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE** (“**Grantor**”), and **HERNANDO COUNTY** (“**Grantee**”).

1. **Grant of License.** For good and valuable consideration and the mutual promises herein set forth, Grantor hereby grants (subject to the terms hereof) unto Grantee and Grantee’s contractors, subcontractors, agents, employees and permitted assigns (collectively, the “**Grantee Parties**”), a non-exclusive irrevocable license (the “**License**”) to access and use for the purposes herein a certain parcel of real property, located in Hernando County, Florida (“**Headquarters Tract of Withlacoochee State Forest** ”) more particularly described on **Exhibit “A”** attached hereto, and depicted on the survey or site plan shown on **Exhibit “A-1”** attached hereto (“**Agreement Premises**”). Grantee shall be responsible for all acts and omissions of Grantee’s Parties and for ensuring that all Grantee Parties agree to comply with the terms of this Agreement prior to entering the Agreement Premises.

2. **Master Agreement.** Grantee acknowledges that the Headquarters Tract of Withlacoochee State Forest Site is subject to the fifty (50) year Lease Agreement executed by the Grantor and the Board of Trustees of the Internal Improvement Trust Fund (“**Trustees**”) on the 10th day of January, 1984, attached hereto as **Exhibit “B”** (“**Master Agreement**”). A true and correct copy of the Management Plan (as described in the Master Agreement) applicable to the Agreement Premises is available to the Grantee upon request to the Grantor. This Agreement is subject and subordinate to the Master Agreement and, as such, Grantee covenants that it will comply with all the terms of the Master Agreement and it will neither commit any act nor fail to commit any act, the commission or omission of which would constitute a default under said Master Agreement. Grantor agrees to request consent, and use reasonable efforts to obtain approval for this Agreement from the Trustees, provided there is no out of pocket cost and expense to Grantor.

3. **Term.** The term of this Agreement (“**Term**”) shall be Twenty-Five (25) years commencing on the date the last party executes this Agreement (“**Commencement Date**”) and will automatically renew for one additional Twenty-Five (25) year term unless either party gives sixty (60) day notice to the other party of their intent not to renew this Agreement prior to the end of the Term.

4. **Rent.** No rent is due hereunder.

5. **Improvements.** Grantee shall, at Grantee’s sole cost and expense, construct on the Agreement Premises improvements, personal property and facilities related to the operation of a communications facility for the transmission and receipt of wireless communication signals in any and all frequencies, including without limitation, a tower at least 370-foot tall, radio transmitting and receiving antennas, communications equipment, communications equipment cabinet, a secure shelter building for storing equipment, and related facilities (collectively the “**Tower Facilities**”). The Tower Facilities shall be the exclusive property of the Grantor during construction thereof and

will remain the exclusive property of Grantor after Grantee completes construction of the same. After its initial construction by Grantee, Grantor shall maintain the Tower Facilities at Grantor's sole cost and expense. Notwithstanding the previous two sentences, Grantee shall have the right to install certain communications equipment on or within the Tower Facilities ("**Grantee's Equipment**") which shall remain the exclusive property of the Grantee. Grantee's Equipment must be expressly designated as such on the Plans submitted to Grantor and approved by Grantor (such approval not to be unreasonably withheld) in accordance herewith prior to commencement of construction of the Tower Facilities. Grantee shall maintain Grantee's Equipment at Grantee's sole cost and expense.

A. Prior to the commencement of the construction of the Tower Facilities, Grantee shall:

1. deliver to Grantor all design plans, specifications, and site plan(s) applicable to construction of the Tower Facilities (collectively, the "**Plans**") for Grantor's written approval. Grantor shall have ten (10) calendar days from the date of receipt of the Plans to review the Plans and submit its response to Grantee. If Grantor fails to respond within such time period, then such Plans as submitted shall be deemed approved. Grantor's approval under this paragraph shall not be unreasonably withheld;

2. comply with the rules and regulations of the Federal Aviation Administration in order to obtain approval and authorization for the construction of the Tower Facilities; and

3. comply with the rules and regulations of the Federal Communications Commission in order to obtain approval and authorization for the construction and operation of the Tower Facilities and for Grantee's communications equipment.

B. The Tower Facilities shall be kept free from all mechanic's or other liens. Grantee shall, upon request, furnish to Grantor full and satisfactory evidence, in writing, that the facilities are free and clear of all mechanic's and other liens and from any other liability arising from the construction of the Tower Facilities or the equipment placed thereon by Grantee.

C. Grantee shall require any and all Grantee Parties performing work on the Agreement Premises to obtain, prior to commencement of the construction of the Tower Facilities and any improvements made to or on the Agreement Premises by or on behalf of the Grantee, the following insurance:

1. Workers' Compensation Insurance for all persons engaged in said construction.

2. Public Liability and Property Damage Insurance for the duration of said construction, to protect contractor and all of its approved construction sub-contractors from claims for damages for personal injury and accidental death and to property. All insurance required under this section shall be in the amount of One Million (\$1,000,000.00) Dollars for each occurrence and One Million (\$1,000,000.00) Dollars in aggregate or the limits of

liability required by law, whichever is greater. All such insurance must be obtained through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A, and certificates of such insurance shall be filed with Grantor prior to commencement of such construction. Grantor and the Trustees shall be named as additional insureds with respect to such insurance and shall be given not less than thirty (30) days written prior notice of any amendment or cancellation thereof.

D. Grantee shall, at its sole expense and risk, install an eight foot (8') high chain link fence around the Tower Facilities. The chain link fence will enclose an area twelve (12) feet by thirty (30) feet and allow sufficient excess ground space within the fenced area to accommodate future co-location of equipment.

E. The Tower Facilities installed on the Agreement Premises by or on behalf of the Grantee and all alterations, improvements, changes, additions or permanent fixtures made in or affixed to said Tower Facilities may not be removed from the Agreement Premises, without Grantor's prior written consent. Upon expiration or termination of the Agreement, Grantee may remove the Grantee's Equipment within thirty (30) days at Grantee's sole cost, provided that such removal does not interfere with the use of or damage the Tower Facilities. Grantee shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the Agreement Premises and resulting from Grantee's acts or omissions to be released and discharged as of the date this Agreement expires or terminates.

F. Grantee shall cause the Tower Facilities and any subsequent improvements or alterations to the Agreement Premises to be constructed in accordance with the Plans (as approved by Grantor in accordance herewith) and all applicable laws.

G. Grantee shall not prevent or inhibit Grantor's agents from accessing the Agreement Premises at any time; provided, however, that during construction of the Tower Facilities, Grantor agrees to (i) not unreasonably interfere with such construction, and (ii) comply with all applicable occupational health and safety laws.

H. If Grantor enters into any future agreements with any third-party to use the Tower Facilities, Grantor agrees that such use of the Tower Facilities by third-parties shall not interfere with the Grantee's use of Grantee's Equipment. Upon the request of Grantee, Grantor hereby covenants to take commercially reasonable efforts to prohibit a third-party from causing interference with Grantee's use of Grantee's Equipment. If Grantor determines, in its reasonable discretion based on standard and accepted engineering practices, that a third-party's use of the Tower Facilities is causing interference to Grantee's Equipment, Grantor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the interference. Grantor agrees to include language in any agreement with any third-party for use of the Tower Facilities that such third-party's use will not interfere with Grantee's use of Grantee's Equipment. Grantor and Grantee agree to split equally the payments made by any third-party for that third-party's use of the Tower Facilities.

6. **Alterations, Improvements and Changes.** Grantee shall have the right to make such alterations, improvements, and changes to any Grantee's Equipment as the Grantee may deem

necessary, subject to any applicable laws. Grantee shall, in no event, make any alterations, improvements, or changes of any kind to any other improvements on the Agreement Premises without the prior written consent of Grantor. Further, Grantee must obtain Grantor's prior written approval of any changes to Plans previously approved by Grantor.

7. **Access.** In addition to Grantee's License to access the Agreement Premises, Grantor may grant Grantee the right to access other real property, owned by Grantor and adjacent to the Agreement Premises, as reasonably required for the construction of the Tower Facilities ("**Adjacent Property**"). If reasonably required for the construction of the Tower Facilities, Grantor shall designate the exact location of the Adjacent Property by delivering written notice thereof to Grantee prior to commencement of construction of the Tower Facilities. In the event these roads are no longer made available for Grantee by Grantor, Grantor shall take all commercially reasonable efforts to ensure that, at all times during this Agreement, Grantee enjoys access to the Agreement Premises via an open improved public road.

8. **Use.** The Agreement Premises may be used by Grantee and Grantee Parties for the construction and use of the Tower Facilities as provided in the Plans. Grantee shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions arising from its use of the Grantee's Equipment.

A. The Agreement Premises shall at all times be considered a part of those certain lands known as Withlacoochee State Forest, Headquarters Tract and the use of the Agreement Premises, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to all applicable local, state, and federal laws and regulations and the rules and regulations of Grantor.

B. Grantee shall not make nor suffer any unlawful, improper, or offensive use of the Agreement Premises or any use or occupancy thereof contrary to the laws of the State of Florida and the United States of America or contrary to the rules and regulations of the Grantor, which may now or hereafter be in effect. Grantee shall comply with all applicable laws, statutes, ordinances, orders, rules and regulations of federal, state, county and municipal authorities, and of any departments or divisions thereof, and of the applicable regulations of the Grantor.

9. **Maintenance.** Grantor or its agent shall maintain the Agreement Premises and the Tower Facilities constructed by or on behalf of Grantee at all times in good, sanitary, and neat condition and repair, and Grantor shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions on the Agreement Premises.

Grantee shall, throughout the Term, at its own cost, and without any expense to Grantor, keep, maintain, repair, and replace all Grantee's Equipment and any Adjacent Property, in good, sanitary, and neat condition and repair, and except as specifically provided herein, Grantee shall restore and rehabilitate any improvements of any kind, that were installed by Grantee, that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Grantor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Agreement Premises or any buildings or improvements thereon.

10. **Encumbrances.** Grantee shall not encumber nor cause to be encumbered any interest in the Agreement Premises.

11. **Land Management Activities.** Grantee acknowledges that it may be necessary for Grantor to conduct prescribed burns and conduct other multiple use activities on Grantor's property surrounding the Agreement Premises. These activities shall not prohibit Grantee's access to the Agreement Premises or Grantee's ability to construct or use the Tower Facilities or Grantee's Equipment.

12. **Termination.** Except as otherwise provided herein, this Agreement (including the License and any other rights granted herein) may be terminated upon written notice as follows:

A. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within twenty (20) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default for such cured default;

B. Upon thirty (30) days notice by Grantee to Grantor, if Grantee is unable to obtain or maintain through no fault of Grantee, any license, permit or other governmental approval necessary for the construction of the Tower Facilities;

C. By Grantor upon (a) Grantee becoming insolvent; (b) Grantee making an assignment for the benefit of creditors; (c) Voluntary petition by Grantee for relief under or otherwise seeking the benefit of any bankruptcy, reorganization, arrangement or insolvency law; (d) Appointment of a receiver or trustee for Grantee;

D. By Grantor upon Grantee deserting, vacating or abandoning the Agreement Premises after a period of six (6) consecutive months.

E. In addition to terminating the Agreement in the event of default, the terminating party may exercise any and all other remedies available to it at law and in equity.

13. **Maintenance Agreement.** Within ten (10) days of Grantee's final completion of construction of the Tower Facilities, Grantor and Grantee shall each execute and deliver to the other the License and Maintenance Agreement attached hereto as **Exhibit "C"** (the "**Maintenance Agreement**"). The terms of the Maintenance Agreement shall not be incorporated in this Agreement by reference.

14. **Taxes.** In the event that at any time in the future any tax or assessment, whether ad valorem or otherwise, should be levied against the Agreement Premises and/or the Tower Facilities (or any part thereof) as a result of Grantee's use of the same, then Grantee shall promptly pay and discharge said taxes. Grantee shall be responsible for the payment of such taxes and assessments, if any, for the year in which this Agreement is executed, and thereafter, during the term of this Agreement. Grantee shall pay the Grantor such taxes and/or assessments within forty-five (45) days of receipt of a bill for said taxes or assessments.

15. **Destruction of Tower Facilities.** If the Agreement Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Grantee's reasonable judgment, Grantee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the Grantor. In such event, all rights and obligations of Grantee to Grantor (excluding those obligations that expressly survive expiration or termination) shall cease as of the date of the damage or destruction.

16. **Condemnation.** If a condemning authority takes all of the Agreement Premises, or a portion sufficient, in the reasonable opinion of Grantee, to render the Agreement Premises unsuitable for the Tower Facilities, this Agreement shall terminate as of the date the title vests in the condemning authority. Grantee shall be entitled to the portion of any award payable for the value of Grantee's Equipment and Grantor shall be entitled to receive that portion of the award which has been paid on account of the taking of the land and Tower Facilities. A sale of all or part of the Agreement Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

17. **Insurance.** Grantee shall purchase (or self-insure) and maintain in full force and effect throughout the Term public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000. All such insurance must be obtained either through self-insurance (as permitted by section 768.28, Florida Statutes) or through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A, and certificates of such insurance shall be filed with Grantor prior to commencement of such construction. Grantor and the Trustees shall be named as additional insureds with respect to such insurance and shall be given no less than thirty (30) days prior written notice of any amendment or cancellation thereof.

18. **Grantee's Environmental Covenants and Indemnity.** As used in this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. Grantee may not use, dispose of, store or generate Hazardous Materials on, in, or under the Agreement Premises. Grantee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on, in, or under the Agreement Premises by Grantee or Grantee Parties to be in compliance with all applicable laws, rules, regulations and orders. In the event of a release of Hazardous Materials by Grantee in violation of law, Grantee shall take all actions necessary to remediate the contamination to the extent required by law. Grantee shall not install or permit the installation of any underground storage tanks on the Agreement Premises. Grantee shall defend, indemnify, protect, and hold Grantor and the Trustees harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials on, in, or under the Agreement Premises caused by the act(s) or omission(s) of Grantee or Grantee Parties. Grantee shall notify Grantor within ten

(10) days after any release of Hazardous Materials on the Agreement Premises or receipt of notice regarding the Agreement Premises from a regulatory body with jurisdiction over Hazardous Materials. This section shall survive any termination of this Agreement.

19. **Grantor's Environmental Representation.** To Grantor's knowledge, Grantor represents that no Hazardous Materials have been generated, stored or disposed of on or under the Agreement Premises by Grantor prior to the Commencement Date. Grantor agrees not to use, dispose, store or generate Hazardous Materials on the Agreement Premises during the Term in violation of applicable laws. This section shall survive any termination of this Agreement.

20. **Agents of Grantee.** The agents of Grantee shall not be deemed to be agents or employees of Grantor solely by the existence and terms of this Agreement.

21. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service, or immediately after being sent by e-mail; provided, however, that if any document is sent by e-mail outside normal business hours, it shall be deemed to have been received at the next time normal business hours commence. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

If to Grantor, to: Land Programs Administrator
Florida Forest Service
Director's Office
3125 Conner Boulevard, Suite J
Tallahassee, Florida 32399-1650
Email: Keith.Rowell@fdacs.gov

With a copy to: Forestry Resource Administrator
15019 Broad Street
Brooksville, Florida 34601
Email: Vincent.Morris@fdacs.gov

If to Grantee, to: Toni Brady, MBA, CPM
Director of Office of Management & Budget
Chief Procurement Officer
15470 Flight Path Drive
Brooksville, Florida 34604
tbrady@co.hernando.fl.us

With a copy to: Hernando County Attorney's Office
20 North Main Street

22. **Binding Effect; Assignment.** The rights contained in this Agreement shall run with the Agreement Premises and shall inure to and benefit the parties and their successors. This Agreement may not be assigned by either Party without the express written consent of both Parties.

23. **Covenant Against Liens.** If, because of any act or omission of Grantee or any legal person claiming by, through, or under Grantee, any mechanic's lien or other lien, charge, or order for the payment of money that shall be filed against Grantor or any portion of the Agreement Premises or Adjacent Property, Grantee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from Grantor to Grantee of the filing thereof; and Grantee shall indemnify and save harmless Grantor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

24. **No Waiver.** Nothing in this Agreement shall be construed as a waiver of any provision of section 768.28, Florida Statutes, as it may be amended, or any other provision of law.

25. **Miscellaneous.**

A. Grantee shall surrender possession of the Agreement Premises to Grantor upon the expiration or termination of this Agreement, free of all trash, junk, garbage and other similar debris. All improvements on the Agreement Premises, including the Tower Facilities, shall remain the property of the Grantor. However, Grantee's Equipment shall remain the property of Grantee unless Grantee's Equipment remains on the Tower Facilities for more than six months after expiration or termination of this Agreement.

B. This Agreement constitutes the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Grantor and Grantee. This Agreement supersedes any prior agreements entered into between the parties.

C. If either Grantor or Grantee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

D. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any legal action related to or arising out of this Agreement shall be in a court of competent jurisdiction in Hernando County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

E. If any term of this Agreement is found to be void or invalid, such invalidity shall

not affect the remaining terms of this Agreement, which shall continue in full force and effect.

F. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

G. Except as otherwise expressly provided in this Agreement, Grantee acknowledges and agrees that (i) Grantor has not made and is not making any representations, warranties, assurances or guarantees to Grantee regarding the Agreement Premises or Adjacent Property, express or implied, and (ii) Grantee is accepting the License to the Agreement Premises in its present condition, AS IS, WHERE IS.

H. Both Grantor and Grantee shall each pay its own attorney's fees in the event of any dispute related to or arising out of this Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

WITNESS:

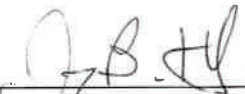
FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES



Stephen Cunningham
Print Name



Candace Edmonson
Print Name

By: 

Print Name: Joey Hicks

Title: Director, Division of Administration

Date: 1-27-23

GRANTEE:

HERNANDO COUNTY

WITNESS:

Print Name

Print Name

By: _____

Print Name: _____

Title: _____

Date: _____

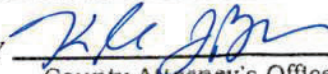
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

EXHIBIT "A"

Legal Description of Agreement Premises

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054, AND BEING THE TRUE POINT OF BEGINNING; THENCE, SOUTH 77°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 13°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°00'00" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 13°00'00" EAST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS

EXHIBIT "A-1"

Survey or Site Plan of Agreement Premises



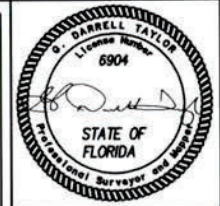
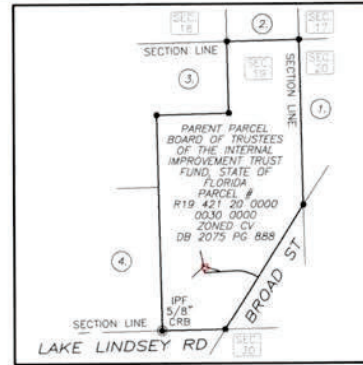
ADJOINER TABLE

	OWNER (N/F)	PARCEL #	ZONED	REFERENCE
1.	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA	R20 421 20 0000 0040 0010	CV	DB 2075 PG 888
2.	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA	R18 421 20 0000 0060 0000	CV	DB 2075 PG 888
3.	A.L. ROOKS, SR. FAMILY LIMITED PARTNERSHIP	R19 421 20 0000 0020 0030	AG	DB 15222 PG 74.3
4.	DIRK V. HENDERSON	R19 421 20 0000 0040 0000	AG	TAX ASSESSOR

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL.

POSITIONAL ACCURACY: 0.02 FEET (NORTH) 0.21 FEET (VERT)
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
 DATES OF SURVEY: 05/17/2022 & 05/19/2022
 DATUM / EPOCH: NAD 83(2011) (EPOCH=2010.0000)
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOD MODEL: 18
 COMBINED GRID FACTOR(S): 0.99995447 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: -0.16282222
 BENCHMARKS USED: DE6005, DF7990, DE6012



NO.	DATE	REVISION
1	12/15/22	COMMENTS

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 Business License Number: LB81148
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (direct) 678.565.4440 (fax) 678.565.4497
 (w) p2pils.com

PARENT PARCEL

OWNER: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA
 SITE ADDRESS: 15019 BROAD ST, BROOKSVILLE, FL 34601
 PARCEL ID: R19 421 20 0000 0030 0000
 AREA: 244.20 ACRES (PEP TAX ASSESSOR)
 ZONED: CV (CONSERVATION)
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
 REFERENCE: DEED BOOK 2075 PAGE 888

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE AGREEMENT PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF TOWER ENGINEERING PROFESSIONALS, INC. AND EXCLUSIVELY FOR THE TRANSFER OF THE AGREEMENT PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 05/19/2022]

THE 3' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 1". CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA WEST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREAS DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD), ZONE A, AND ZONE AE (BE: 93.5) COMMUNITY PANEL NO. 12053200890 DATED: 02/02/2012.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

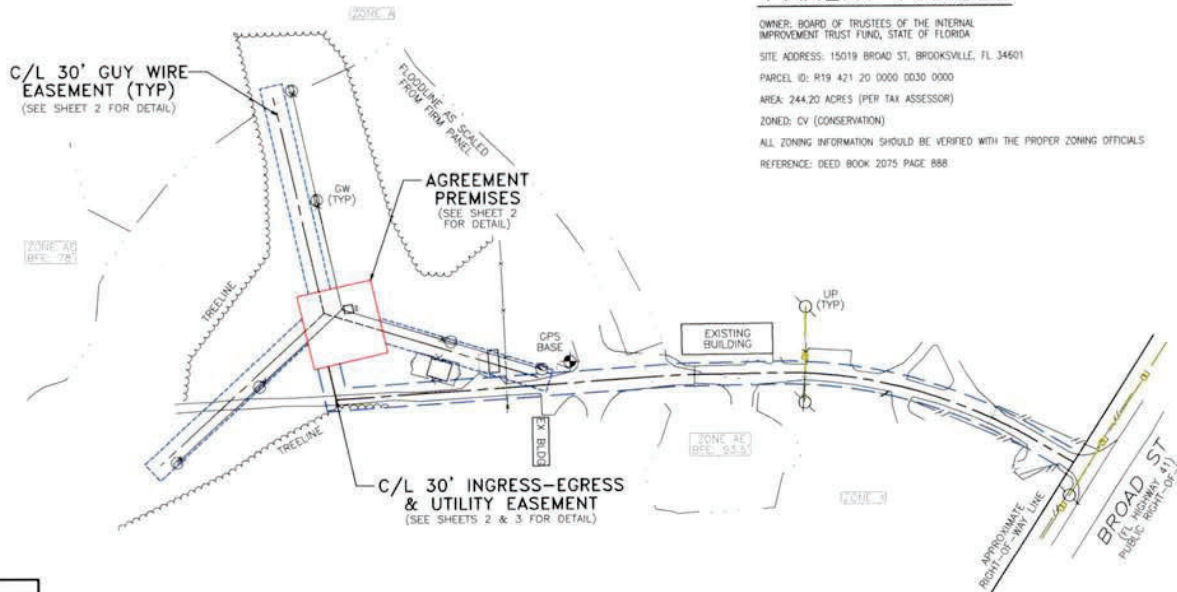
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
NUT	NOW ON FORMER
C/L	CENTERLINE
LU	UTILITY POLE
OU	OVERHEAD UTILITY
TR	TRANSFORMER
DW	GUY WIRE ANCHOR
TRP	TRIPIC
EX	EXISTING
EP	EDGE OF PAVEMENT
OU	OVERCROWDING
BD	BURIED FIBER-OPTIC MARKER
H	HANDHOLE
DI	DROP INLET
FW	FIRE HYDRANT
WV	WATER VALVE
CP	CONCRETE PAD

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

Darrell Taylor DATE: 12/15/2022
 C. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



(SURVEY NOT VALID WITHOUT SHEETS 2 & 3 OF 3)



**Know what's below.
 Call before you dig.**



SPECIFIC PURPOSE SURVEY PREPARED FOR:



260 1ST AVE S, ST 200-197,
 SAINT PETERSBURG, FLORIDA 33701

DOF

SECTION 19
 TOWNSHIP 21 SOUTH,
 RANGE 20 EAST,
 HERNANDO COUNTY, FLORIDA

DRAWN BY: AJT	SHEET:
CHECKED BY: JKL	1
APPROVED: D. MILLER	
DATE: JUNE 29, 2022	
P2P JOB #: 220755FL	OF 3

EXHIBIT A-1

30' GUY WIRE EASEMENT #1

TOGETHER WITH A 30-FOOT WIDE GUY WIRE EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE AND EXTENDING 15 FEET BEYOND THE POINT OF TERMINATION, LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT ON THE AGREEMENT PREMISES, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054; THENCE RUNNING ALONG SAID AGREEMENT PREMISES, SOUTH 77°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 13°00'00" WEST, 52.68 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID AGREEMENT PREMISES AND RUNNING, SOUTH 47°00'00" WEST, 261.36 FEET TO THE ENDING AT A POINT.

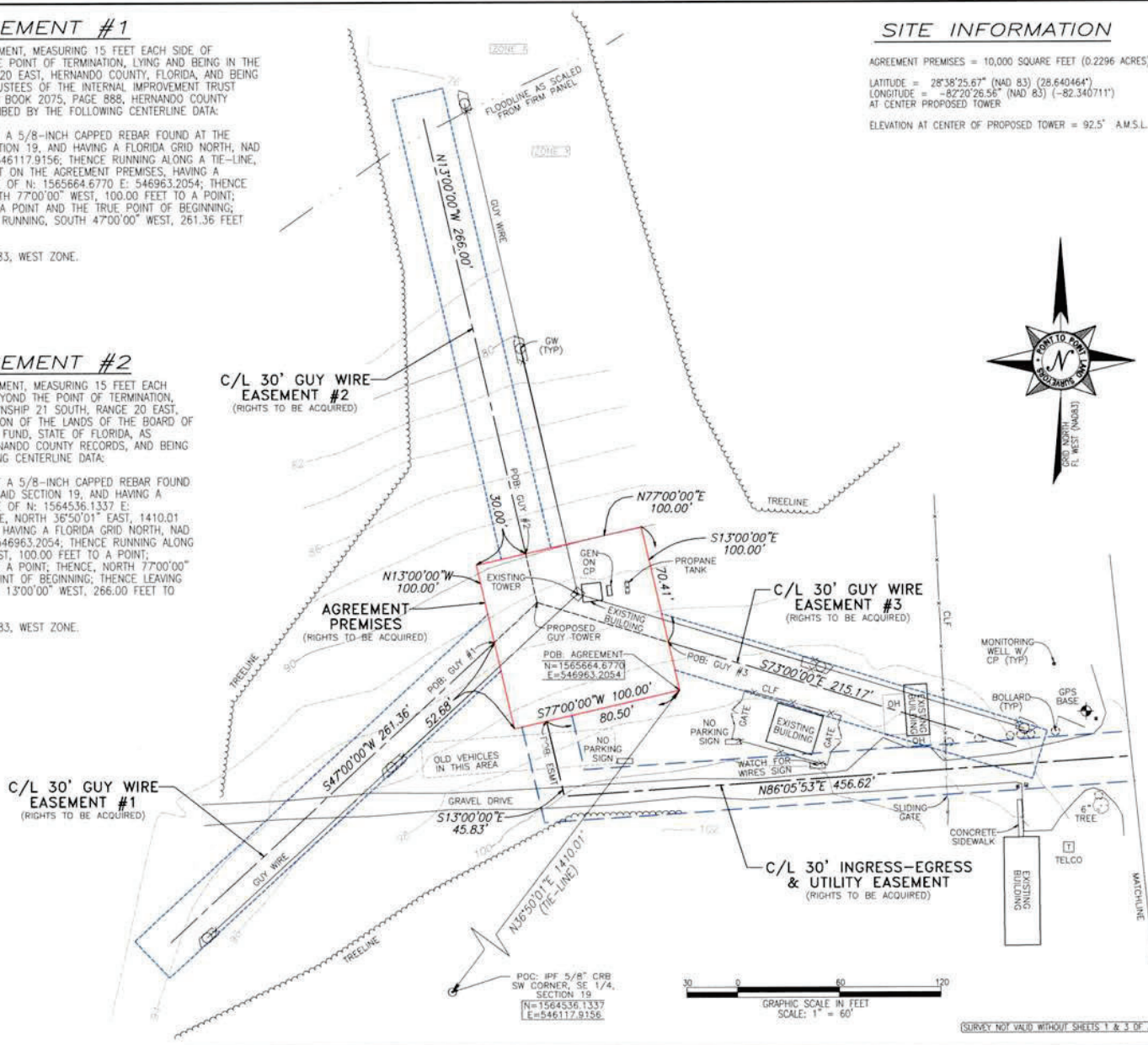
BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

30' GUY WIRE EASEMENT #2

TOGETHER WITH A 30-FOOT WIDE GUY WIRE EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE AND EXTENDING 15 FEET BEYOND THE POINT OF TERMINATION, LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT ON THE AGREEMENT PREMISES, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054; THENCE RUNNING ALONG SAID AGREEMENT PREMISES, SOUTH 77°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 13°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°00'00" EAST, 30.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID AGREEMENT PREMISES AND RUNNING, NORTH 13°00'00" WEST, 266.00 FEET TO THE ENDING AT A POINT.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.



SITE INFORMATION

AGREEMENT PREMISES = 10,000 SQUARE FEET (0.2296 ACRES)
 LATITUDE = 28°38'25.67" (NAD 83) (28.640464°)
 LONGITUDE = -82°20'26.56" (NAD 83) (-82.340711°)
 AT CENTER PROPOSED TOWER
 ELEVATION AT CENTER OF PROPOSED TOWER = 92.5' A.M.S.L.



NO.	DATE	REVISION
1	12/15/22	COMMENTS

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 Business License Number: LB8148
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (direct) 678.565.4440 (fax) 678.565.4497
 (w) p2pis.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



260 1ST AVE S, ST 200-197,
 SAINT PETERSBURG, FLORIDA 33701

DOF

SECTION 19
 TOWNSHIP 21 SOUTH,
 RANGE 20 EAST,
 HERNANDO COUNTY, FLORIDA

DRAWN BY: AJT
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: JUNE 29, 2022
 P2P JOB #: 22075FL

SHEET:
2

OF 3

LEGEND

- PGB POINT OF BEGINNING
- PSC POINT OF COMMENCEMENT
- IP IRON PIN FOUND
- CRB CAPPED REBAR
- NUT NUT OR CONFORMITY
- C/L CENTERLINE
- UP UTILITY POLE
- OU OVERHEAD UTILITY
- TR TRANSFORMER
- GW GUY WIRE ANCHOR
- TS TYPICAL
- EX EXISTING
- EP EDGE OF PAVEMENT
- OP OVERPASS
- BFO BURIED FIBER-OPTIC MARKER
- HW HATCHABLE
- DI DROP ALEIT
- FI FIRE HYDRANT
- AV WATER WEIR
- CP CONCRETE PAD

POC: IPF 5/8" CRB
 SW CORNER, SE 1/4,
 SECTION 19
 N=1564536.1337
 E=546117.9156



(SURVEY NOT VALID WITHOUT SHEETS 1 & 3 OF 3)



30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT ON THE AGREEMENT PREMISES, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054; THENCE RUNNING ALONG SAID AGREEMENT PREMISES, SOUTH 77°00'00" WEST, 80.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID AGREEMENT PREMISES AND RUNNING, SOUTH 13°00'00" EAST, 45.83 FEET TO A POINT; THENCE, NORTH 86°05'53" EAST, 456.62 FEET TO A POINT; THENCE, NORTH 89°04'52" EAST, 125.00 FEET TO A POINT; THENCE, SOUTH 356.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 650.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 75°11'08" EAST, 352.51 FEET TO A POINT; THENCE, SOUTH 59°27'08" EAST, 62.97 FEET TO THE ENDING AT A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF BROAD STREET.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

AGREEMENT PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054, AND BEING THE TRUE POINT OF BEGINNING; THENCE, SOUTH 77°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 13°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°00'00" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 13°00'00" EAST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.



NO	DATE	REVISION
1	12/15/22	COMMENTS

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 Business License Number: LB8148
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
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 (w) p2pils.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



260 1ST AVE S, ST 200-197,
 SAINT PETERSBURG, FLORIDA 33701

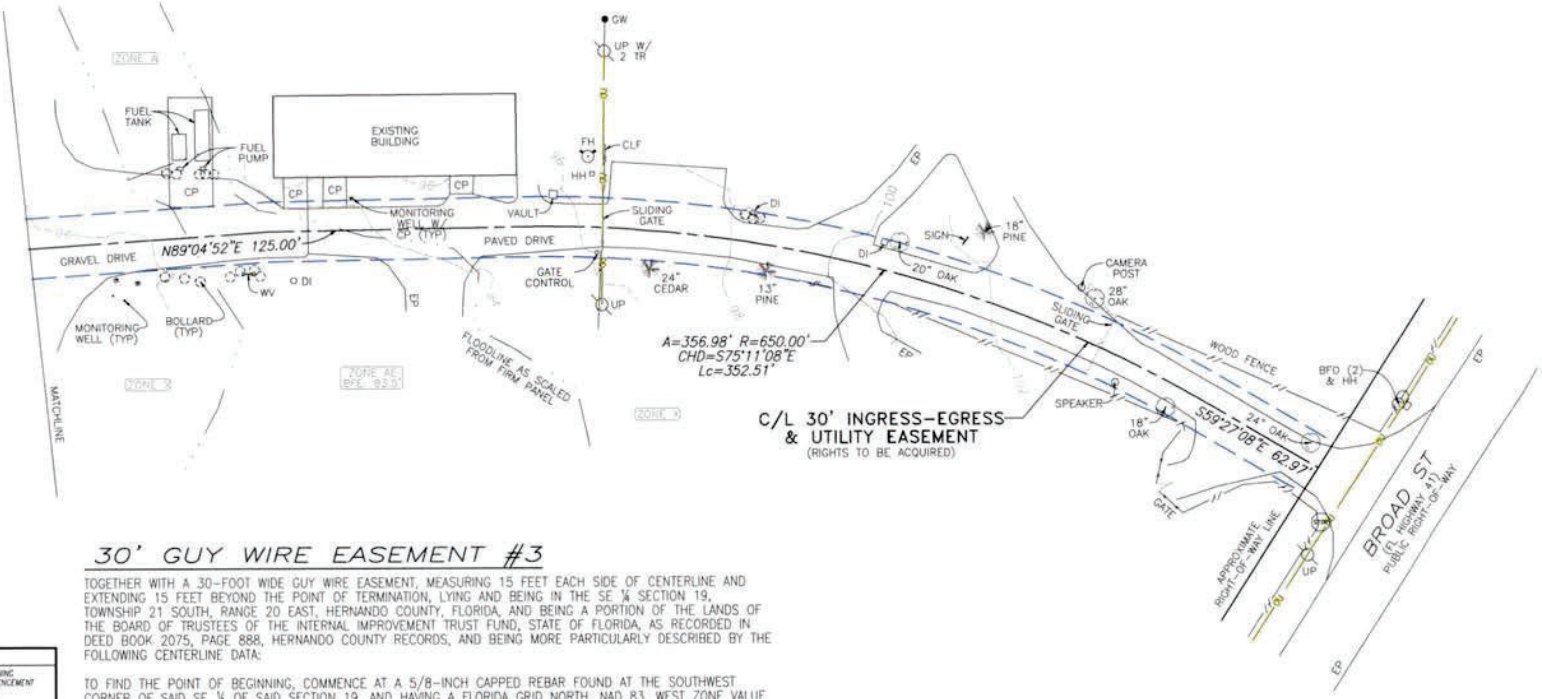
DOF

SECTION 19
 TOWNSHIP 21 SOUTH,
 RANGE 20 EAST,
 HERNANDO COUNTY, FLORIDA

DRAWN BY: AJL
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: JUNE 29, 2022
 P2P JOB #: 220755FL

SHEET:
3

OF 3



C/L 30' INGRESS-EGRESS & UTILITY EASEMENT
 (RIGHTS TO BE ACQUIRED)



[SURVEY NOT VALID WITHOUT SHEETS 1 & 2 OF 3]

30' GUY WIRE EASEMENT #3

TOGETHER WITH A 30-FOOT WIDE GUY WIRE EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE AND EXTENDING 15 FEET BEYOND THE POINT OF TERMINATION, LYING AND BEING IN THE SE ¼ SECTION 19, TOWNSHIP 21 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, AS RECORDED IN DEED BOOK 2075, PAGE 888, HERNANDO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SE ¼ OF SAID SECTION 19, AND HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1564536.1337 E: 546117.9156; THENCE RUNNING ALONG A TIE-LINE, NORTH 36°50'01" EAST, 1410.01 FEET TO A POINT ON THE AGREEMENT PREMISES, HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1565664.6770 E: 546963.2054; THENCE RUNNING ALONG SAID AGREEMENT PREMISES, SOUTH 77°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 13°00'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°00'00" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 13°00'00" EAST, 70.41 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID AGREEMENT PREMISES AND RUNNING, SOUTH 73°00'00" EAST, 215.17 FEET TO THE ENDING AT A POINT.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IRF	IRON PIN FOUND
CRB	CAPPED REBAR
WVF	WATER VALVE FOUND
C/L	CENTERLINE
UP	UTILITY POLE
OU	OVERHEAD UTILITY
TR	TRANSFORMER
GW	GUY WIRE ANCHOR
TP	TRIP
EX	EXISTING
EP	EDGE OF PAVEMENT
CH	CHOKING
BFD	BARBED FIBER-OPTIC MARKER
HH	HANDHOLE
DI	DROP INLET
FI	FIRE HYDRANT
WV	WATER VALVE
CP	CONCRETE PAD

EXHIBIT "B"

Master Agreement

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 3316

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the DIVISION OF FORESTRY, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Pasco & Sumter, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Fifty (50) years for management as a state forest (Withlacoochee State Forest).

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

EXHIBIT B

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for state forestry purposes (Withlacoochee State Forest).

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

6. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

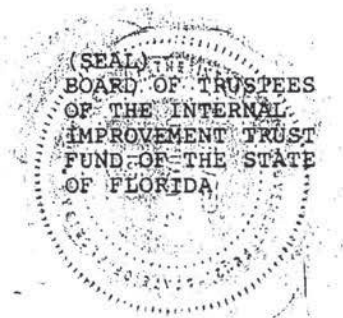
10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

No. 3316

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 10th day of January, A.D. 1984.



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Samuel K. Kofland
DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

APPROVED AS TO
FORM & LEGALITY

John W. Williams
DEPARTMENT ATTORNEY

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
Division of Forestry

By: Doyle Cameron
Commissioner of Agriculture

Approved as to form and legality

By: Leslie McLeod, Jr.
Resident Attorney

All those certain tracts or parcels of land embraced within the Withlacoochee Land Utilization Project, FL-LU-3, lying and being in the counties of Citrus, Hernando, Pasco and Sumter, State of Florida, Tallahassee Meridian, to wit:

CITRUS COUNTY

- T. 19 S., R. 18 E.,
- Sec. 1, S $\frac{1}{2}$;
 - Sec. 2, S $\frac{1}{2}$ S $\frac{1}{2}$, that part of NE $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 7/25/38, Civil Action No. 64, United States District Court, Southern District of Florida;
 - Sec. 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 7/25/38, Civil Action No. 44, USDC, Southern District of Florida;
 - Sec. 10, E $\frac{1}{2}$;
 - Secs. 11 to 14, inclusive;
 - Sec. 15, E $\frac{1}{2}$;
 - Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/28/37, Book 73, page 193, Citrus County;
 - Sec. 22, E $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 - Secs. 23 to 27, inclusive;
 - Sec. 36, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a tract of land described in deed dated 3/19/37, Book 72, page 465, Citrus County.
- T. 19 S., R. 19 E.,
- Sec. 6, S $\frac{1}{2}$, that part of S $\frac{1}{2}$ NE $\frac{1}{4}$ described in deed dated 2/18/38, Book 74, page 94, Citrus County, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 12/17/37, Book 74, page 280, Citrus County;
 - Sec. 7;
 - Sec. 9, entire LESS AND EXCEPT a tract of land described in the deed dated 10/29/68 from the Director, Division of Lands, Forest Service, Department of Agriculture, acting on behalf of the United States of America, to Robert M. Howard, Sr., et ux;
 - Sec. 10, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, that part of SE $\frac{1}{4}$ NE $\frac{1}{4}$, of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and of NE $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County, that part of SW $\frac{1}{4}$ NE $\frac{1}{4}$ described in deed dated 8/16/38, Book 74, page 360, Citrus County;
 - Sec. 11, SW $\frac{1}{4}$ SE $\frac{1}{4}$, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County;
 - Sec. 13, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 3/17/37, Book 73, page 10, Citrus County;
 - Sec. 14, SW $\frac{1}{4}$;
 - Sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 - Secs. 16, 18, 19, 21 and 22;
 - Sec. 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deeds dated 12/15/36 and 6/22/37, filed in Book 73, page 143 and Book 73, page 140, respectively, Citrus County, NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 2/17/38, Book 74, page 33, Citrus County;
 - Sec. 24, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 451, Citrus County, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 11/13/37, Book 73, page 477, Citrus County;
 - Sec. 25, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;

- Sec. 26, entire LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 449, Citrus County and a right-of-way described in deed dated 3/7/38, Book 74, page 90, Citrus County;
- Secs. 27 and 28;
- Sec. 30, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
- Sec. 31, fractional;
- Secs. 33 and 34;
- Sec. 35, entire LESS AND EXCEPT a tract of land described in final judgment of 2/1/39, Civil Action No. 74, USDC, Southern District of Florida and a right-of-way described in deed dated 3/7/38, Book 74, page 88, Citrus County;
- Sec. 36.
- T. 19 S., R. 20 E.,
- Sec. 7, SW $\frac{1}{4}$ LESS AND EXCEPT the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and two tracts of land and two rights-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County;
- Sec. 18, NW $\frac{1}{4}$ LESS AND EXCEPT THE E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and a tract of land and a right-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County.
- T. 20 S., R. 19 E.,
- Sec. 1;
- Sec. 2, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;
- Sec. 3, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;
- Secs. 4 and 5;
- Sec. 6, fractional;
- Sec. 7, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 45, USDC, Southern District of Florida;
- Secs. 8 and 9;
- Sec. 10, entire LESS AND EXCEPT a right-of-way described in judgment of 6/9/42, Civil Action No. 50, USDC, Southern District of Florida and a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County and a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;
- Sec. 11, entire LESS AND EXCEPT a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;
- Sec. 12;
- Sec. 14, W $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 4/15/38, Book 74, page 140, Citrus County and a right-of-way described in deed dated 5/13/37, Book 73, page 99, Citrus County;
- Secs. 15 to 17, inclusive;
- Sec. 18, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 19, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Secs. 20 to 22, inclusive;
- Sec. 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County;

- Sec. 26, N $\frac{1}{2}$ NW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/17/37, Book 73, page 234, Citrus County;
 - Secs. 27 to 30, inclusive;
 - Sec. 31, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/11/37, Book 72, page 467, Citrus County;
 - Sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 - Sec. 33, entire LESS AND EXCEPT two tracts of land described in final judgment of 7/25/38, Civil Action No. 52, USDC, Southern District of Florida;
 - Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 - Sec. 35, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 7/24/39, Civil Action No. 84, USDC, Southern District of Florida.
- T. 21 S., R. 19 E.,
- Sec. 3, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 - Sec. 4;
 - Sec. 9, N $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 - Sec. 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/13/37, Book 73, page 313, Citrus County.

HERNANDO COUNTY

(asterisk (*) indicates part of land described may lie in Sumter County)

- T. 21 S., R. 19 E.,
- Sec. 5, E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 - Sec. 6, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 - Sec. 8, NE $\frac{1}{4}$.
- T. 21 S., R. 20 E.,
- Sec. 17, entire LESS AND EXCEPT a right-of-way described in final judgment of 12/6/38, Civil Action No. 402, USDC, Southern District of Florida;
 - Sec. 18, E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 - Sec. 19, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 12/16/36, Book 72, page 77, Hernando County;
 - Sec. 20, NW $\frac{1}{4}$, that part of W $\frac{1}{2}$ SW $\frac{1}{4}$ described in deed dated 7/9/38, Book 74, page 208, Hernando County;
 - *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
 - Sec. 33, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 - Secs. 34 to 36, inclusive.
- T. 22 S., R. 20 E.,
- Secs. 1 to 3, inclusive;
 - Sec. 4, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 - Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 - Sec. 10, E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 12/6/38, Civil Action No. 390, USDC, Southern

District of Florida and a tract of land described in deed dated 9/28/36, Book 68, page 580, Hernando County and a right-of-way described collectively in two deeds dated 3/31/38, Book 74, page 76, and Book 74, page 77, Hernando County and deed dated 8/31/37, Book 72, page 391, Hernando County;

- Sec. 11;
- Sec. 12, E $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Secs. 13 and 14;
- Sec. 15, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 23, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 24, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Sec. 25;
- Sec. 26, E $\frac{1}{2}$.

T. 21 S., R. 21 E.,

- *Sec. 30, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County.

T. 22 S., R. 21 E.,

- *Sec. 5;
- Secs. 6 and 7;
- *Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ described in deed dated 12/31/48, Book 107, page 192, Hernando County, SE $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 62, USDC, Southern District of Florida;
- *Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 14, that part of S $\frac{1}{2}$ SW $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- *Sec. 15, E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- *Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64, from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay;
- Sec. 17;
- Sec. 18, E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, that part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- Sec. 19;
- Sec. 20, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, that part of SE $\frac{1}{4}$ NE $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County, N $\frac{1}{2}$ NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 5/4/37, Book 72, page 252, Hernando County, and a tract of land described in deed dated 5/4/37, Book 72, page 246, Hernando County;

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Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 26, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 29, N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 31, E-3/4 N-3/4.

T. 22 S., R. 22 E.,
 Sec. 19, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 *Secs. 28 and 29;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 32;
 *Secs. 33 and 34.

T. 23 S., R. 22 E.,
 Sec. 1;
 Sec. 2, entire LESS AND EXCEPT a tract of land described in deed dated 2/27/37, Book 72, page 166, Hernando County;
 Sec. 3, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land and two rights-of-way described in final judgment of 3/14/39, Civil Action No. 376, USDC, Southern District of Florida, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/31/37, Book 72, page 350, Hernando County, that part of NE $\frac{1}{4}$ SW $\frac{1}{4}$ described in final judgment of 12/6/38, Civil Action No. 373, USDC, Southern District of Florida and in final judgment of 3/14/39, Civil Action No. 396, USDC, Southern District of Florida, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT two tracts of land described in deed dated 10/10/36, Book 72, page 7, Hernando County, that part of E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 3/14/39, Civil Action No. 359, USDC, Southern District of Florida;
 Sec. 4, E $\frac{1}{2}$, SW $\frac{1}{4}$;
 Sec. 5;
 Sec. 6, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
 Sec. 7, entire LESS AND EXCEPT a tract of land described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 8;
 Sec. 9, E $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT two tracts of land and a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Secs. 10 to 12, inclusive;
 Sec. 13, E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 14, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;

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Secs. 15 to 17, inclusive;
 Sec. 18, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County.

PASCO COUNTY

- T. 23 S., R. 22 E.,
 Sec. 19, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 9/22/36, Book 99, page 343, Pasco County;
 Secs. 20 to 22, inclusive;
 Sec. 23, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/28/36, Book 99, page 340, Pasco County;
 Sec. 24, E $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, that part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 3/7/39, Book 106, page 16, Pasco County;
 Sec. 25;
 Sec. 26, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Secs. 27 to 29, inclusive;
 Sec. 30, E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 31, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

SUMTER COUNTY

(asterisk (*) indicates part of land described may lie in Hernando County)

- T. 21 S., R. 20 E.,
 *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
 T. 21 S., R. 21 E.,
 *Sec. 30, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County;
 Sec. 32;
 Sec. 33, entire LESS AND EXCEPT a tract of land described in deed dated 7/6/60, Book 21, page 429, Sumter County.
 T. 22 S., R. 21 E.,
 Sec. 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 5/30/41, Book 112, page 497, Sumter County;
 *Sec. 5;
 *Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ described in deed dated 12/31/48, Book 107, page 192, Hernando County, SE $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 62, USDC, Southern District of Florida;

- *Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 10, N $\frac{1}{2}$ SW $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- *Sec. 15, E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- *Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64 from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay.

T. 22 S., R. 22 E.,
 *Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 27, W $\frac{1}{2}$;
 *Secs. 28, 29, 33 and 34.

T. 23 S., R. 23 E.,
 Secs. 1 to 36, inclusive.

T. 24 S., R. 23 E.,
 Secs. 1 to 6, inclusive.

Containing 113,431 acres, more or less

ST. J. ...
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EXHIBIT "C"

License and Maintenance Agreement

THIS LICENSE AND MAINTENANCE AGREEMENT ("Maintenance Agreement") is made this ____ day of _____, 2023, by and between the **Florida Department of Agriculture and Consumer Services, Florida Forest Service** ("Grantor"), and **Hernando County** ("Grantee").

- A. Grantor and Grantee are parties to that certain Ground and Tower License Agreement dated _____, 2023 (the "Agreement").
- B. Grantee has completed construction of the Tower Facilities described in the Agreement.
- C. Grantor has agreed to grant the Maintenance License (defined below) to allow Grantee to access the Tower Facilities and to use Grantee's Equipment, subject to the terms of this Maintenance Agreement more specifically set forth below.

NOW, THEREFORE, in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms.** The above recitals are incorporated herein by this reference. All capitalized terms used but not defined herein will have the meaning ascribed to such terms in the Agreement.
2. **Grant of License.** Grantor hereby grants to Grantee and Grantee Parties a non-exclusive, irrevocable license (the "Maintenance License") to access and maintain Grantee's Equipment and to use Grantee's Equipment. Grantee shall be responsible for all acts and omissions of Grantee's Parties and for ensuring that all Grantee Parties agree to comply with the terms of this Maintenance Agreement prior to entering the Agreement Premises
3. **Master Agreement.** This Maintenance Agreement is subject and subordinate to the Master Agreement and, as such, Grantee covenants that it will comply with all the terms of the Master Agreement and it will neither commit any act nor fail to commit any act, the commission or omission of which would constitute a default under said Master Agreement.
4. **Term.** The term of this Maintenance Agreement ("Maintenance Term") shall be perpetual unless sooner terminated in accordance with the terms hereof.
5. **Rent.** No rent is due hereunder.
6. **Improvements.** The Tower Facilities and all alterations, improvements, changes, additions or permanent fixtures made in or affixed to said Tower Facilities may not be removed

from the Agreement Premises, without Grantor's prior written consent. Upon termination of this Maintenance Agreement, if required by Grantor, Grantee shall remove the Grantee's Equipment at Grantee's sole cost. This obligation shall apply regardless of the nature or type of termination. Grantee shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the Agreement Premises and resulting from Grantee's acts or omissions to be released and discharged as of the date this Agreement terminates.

7. **Alterations, Improvements and Changes.** Grantee shall have the right to make such alterations, improvements, and changes to any Grantee's Equipment as the Grantee may deem necessary, subject to the any applicable laws. Grantee shall, in no event, make any alterations, improvements, or changes of any kind to any other improvements on the Agreement Premises without the prior written consent of Grantor.

8. **Access.** Neither party shall prevent or inhibit the other party's agents from accessing the Agreement Premises at any time.

9. **Use.** The Agreement Premises may be used by Grantee and Grantee Parties for inspection and maintenance of the Grantee's Equipment as provided herein. Grantee's Equipment may be used by Grantee and Grantee Parties for the communications and broadcast functions specifically described on Exhibit "1". Grantor agrees to cooperate with Grantee in obtaining, at Grantee's expense, all licenses and permits required for Grantee's use of Grantee's Equipment; provided, however, it is at no out of pocket cost to Grantor.

A. The Agreement Premises shall at all times be considered a part of those certain lands known as Withlacoochee State Forest, Headquarters Tract and the use of the Agreement Premises, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to all applicable local, state, and federal laws and regulations and the rules and regulations of Grantor.

B. Grantee shall not make nor suffer any unlawful, improper, or offensive use of the Agreement Premises or any use or occupancy thereof contrary to the laws of the State of Florida and the United States of America or contrary to the rules and regulations of the Grantor, which may now or hereafter be in effect. Grantee shall comply with all applicable laws, statutes, ordinances, orders, rules and regulations of federal, state, county and municipal authorities, and of any departments or divisions thereof, and of the applicable regulations of the Grantor.

10. **Maintenance.**

A. Grantor or its agent shall maintain the Agreement Premises and the Tower Facilities at all times in good, sanitary, and neat condition and repair, and Grantor shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions on the Agreement Premises.

B. Grantee shall, at its own cost and without any expense to Grantor, keep, maintain, repair, and replace all Grantee's Equipment in good, sanitary, and neat condition and

repair, and except as specifically provided herein, Grantee shall restore and rehabilitate any improvements of any kind, that were installed by Grantee, that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Grantor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Agreement Premises or any buildings or improvements thereon. Grantee shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions on the Agreement Premises.

C. Grantee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Agreement Premises through the Maintenance Term, and all other costs and expenses of every kind whatsoever, in connection with the use, operation and maintenance of Grantee's Equipment, and all activities conducted thereon by Grantee; however, Grantee shall not be responsible for any such expenses associated with Grantor's equipment located on the Agreement Premises or the Tower Facilities.

D. Grantor shall physically inspect the Agreement Premises and Tower Facilities as needed (but in no event less than annually) to ensure the Agreement Premises and Tower Facilities are being maintained by Grantee Parties in accordance herewith.

11. **Encumbrances.** Grantee shall not encumber nor cause to be encumbered any interest in the Agreement Premises.

12. **Land Management Activities.** Grantee acknowledges that it may be necessary for Grantor to conduct prescribed burns and conduct other multiple use activities on Grantor's property surrounding the Agreement Premises.

13. **Termination.** Except as otherwise provided herein, this Maintenance Agreement (including the Maintenance License and any other rights granted herein) may be terminated upon written notice as follows:

A. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within twenty (20) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default for such cured default;

B. By Grantor upon Grantee deserting, vacating or abandoning the Agreement Premises after a period of six (6) consecutive months.

C. In addition to terminating the Agreement in the event default, the terminating party may exercise any and all other remedies available to it at law and in equity.

D. Within thirty (30) days of termination of this Maintenance Agreement, Grantee may remove Grantee's Equipment at its sole cost provided that such removal does damage or disrupt the operation of the rest of the Tower Facilities.

14. **Taxes.** In the event that at any time in the future any tax or assessment, whether ad valorem or otherwise, should be levied against the Agreement Premises and/or the Tower Facilities (or any part thereof) as a result of Grantee's use of the same, then Grantee shall promptly pay and discharge said taxes. Grantee shall be responsible for the payment of such taxes and assessments, if any, for the year in which this Maintenance Agreement is executed, and thereafter, during the Maintenance Term. Grantee shall pay the Grantor such taxes and/or assessments within forty-five (45) days of receipt of a bill for said taxes or assessments.

15. **Destruction of Tower Facilities.** If the Agreement Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Grantee's Equipment, either party may elect to terminate this Maintenance Agreement as of the date of the damage or destruction by so notifying the other party. In such event, all rights and obligations of the parties (excluding those obligations that expressly survive termination) shall cease as of the date of the damage or destruction.

16. **Condemnation.** If a condemning authority takes all of the Agreement Premises, or a portion sufficient to render the Agreement Premises unsuitable for the Tower Facilities, this Maintenance Agreement shall terminate as of the date the title vests in the condemning authority. Grantee shall be entitled to the portion of any award payable for the value of Grantee's Equipment and Grantor shall be entitled to receive that portion of the award which has been paid on account of the taking of the land and Tower Facilities. A sale of all or part of the Agreement Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

17. **Insurance.** Grantee shall purchase (or self-insure) and maintain in full force and effect throughout the Maintenance Term public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000. All such insurance must be obtained either through self-insurance (as permitted by section 768.28, Florida Statutes) or through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A, and certificates of such insurance shall be filed with Grantor prior to commencement of such construction. Grantor and the Trustees shall be named as additional insureds with respect to such insurance and shall be given no less than thirty (30) days prior written notice of any amendment or cancellation thereof. Upon Grantor's written request, Grantee agrees to review the coverage limits of its liability insurance and increase the same to the extent necessary to adequately cover all operations on the Agreement Premises, as determined by Grantee in its reasonable discretion; provided in no event shall Grantor require that Grantee review such limits more than once every five (5) years.

18. **Grantee's Environmental Covenants and Indemnity.** As used in this Maintenance Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water

Act. Grantee may not use, dispose of, store or generate Hazardous Materials on, in, or under the Agreement Premises. Grantee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on, in, or under the Agreement Premises by Grantee or Grantee Parties to be in compliance with all applicable laws, rules, regulations and orders. In the event of a release of Hazardous Materials by Grantee in violation of law, Grantee shall take all actions necessary to remediate the contamination to the extent required by law. Grantee shall not install or permit the installation of any underground storage tanks on the Agreement Premises. Grantee shall defend, indemnify, protect, and hold Grantor and the Trustees harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials on, in, or under the Agreement Premises caused by the act(s) or omission(s) of Grantee or Grantee Parties. Grantee shall notify Grantor within ten (10) days after any release of Hazardous Materials on the Agreement Premises or receipt of notice regarding the Agreement Premises from a regulatory body with jurisdiction over Hazardous Materials. This section shall survive any termination of this Maintenance Agreement.

19. **Grantor's Environmental Representation.** To Grantor's knowledge, Grantor represents that no Hazardous Materials have been generated, stored or disposed of on or under the Agreement Premises by Grantor prior to the date hereof. Grantor agrees not to use, dispose, store or generate Hazardous Materials on the Agreement Premises during the Maintenance Term in violation of applicable laws. This section shall survive any termination of this Maintenance Agreement.

20. **Agents of Grantee.** The agents of Grantee shall not be deemed to be agents or employees of Grantor solely by the existence and terms of this Maintenance Agreement.

21. **Notices.** All notices required or permitted under this Maintenance Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service, or immediately after being sent by e-mail; provided, however, that if any document is sent by e-mail outside normal business hours, it shall be deemed to have been received at the next time normal business hours commence. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

If to Grantor, to: Land Programs Administrator
 Florida Forest Service
 Director's Office
 3125 Conner Boulevard, Suite J
 Tallahassee, Florida 32399-1650
 Email: _____

With a copy to: Forestry Resource Administrator
15019 Broad Street
Brooksville, Florida 34601
Email: _____

If to Grantee, to: Toni Brady, MBA, CPM
Director of Office of Management & Budget
Chief Procurement Officer
15470 Flight Path Drive
Brooksville, Florida 34604
tbrady@co.hernando.fl.us

With a copy to: Hernando County Attorney's Office
20 North Main Street
Brooksville, Florida 34601
cao@co.hernando.fl.us

22. **Binding Effect; Assignment.** The rights contained in this Maintenance Agreement shall run with the Agreement Premises and shall inure to and benefit the parties and their successors. This Maintenance Agreement may not be assigned without the express written consent of both Parties.

23. **Covenant Against Liens.** If, because of any act or omission of Grantee or any legal person claiming by, through, or under Grantee, any mechanic's lien or other lien, charge, or order for the payment of money that shall be filed against Grantor or any portion of the Agreement Premises, Grantee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from Grantor to Grantee of the filing thereof; and Grantee shall indemnify and save harmless Grantor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

24. **No Waiver.** Nothing in this Maintenance Agreement shall be construed as a waiver of any provision of section 768.28, Florida Statutes, as it may be amended, or any other provision of law.

25. **Miscellaneous.**

A. Grantee shall surrender possession of the Agreement Premises to Grantor upon the termination of this Maintenance Agreement, free of all trash, junk, garbage and other similar debris. All improvements on the Agreement Premises, including the Tower Facilities, shall remain the property of the Grantor. However, Grantee's Equipment shall remain the property of Grantee unless Grantee's Equipment remains on the Tower Facilities for more than six months after termination of this Agreement.

B. The Agreement and this Maintenance Agreement constitutes the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Maintenance

Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to the Maintenance Agreement must be in writing and executed by Grantor and Grantee.

C. If either Grantor or Grantee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

D. This Maintenance Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any legal action related to or arising out of this Agreement shall be in a court of competent jurisdiction in Hernando County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

E. If any term of this Maintenance Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Maintenance Agreement, which shall continue in full force and effect.

F. This Maintenance Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

G. Except as otherwise expressly provided in this Maintenance Agreement, Grantee acknowledges and agrees that (i) Grantor has not made and is not making any representations, warranties, assurances or guarantees to Grantee regarding the Agreement Premises, express or implied, and (ii) Grantee is accepting the Maintenance License to the Agreement Premises in its present condition, AS IS, WHERE IS.

H. Both Grantor and Grantee shall each pay its own attorney's fees in the event of any dispute related to or arising out of this Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor and Grantee have caused this Maintenance Agreement to be executed the day and year first above written.

WITNESSES:

GRANTOR:

**Florida Department of Agriculture and
Consumer Services, Florida Forest Service**

Signature

By: _____

Name: _____

Printed Name

Title: _____

Signature

Printed Name

GRANTEE:

Hernando County

By: _____

Name: _____

Title: _____

WITNESSES:

Signature

Name

Signature

Printed Name

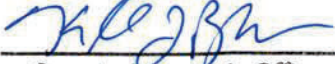
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

EXHIBIT "1"

Allowable Uses of Grantee's Equipment

- Public Safety, government, and military
- Microwave Backhaul only as required by Hernando Counties radio system

The only allowable uses of the tower will be limited to the operation of FFS and Hernando Counties radio systems. Any additional requests will be reviewed by FFS on a case-by-case basis and approved or disapproved base on FFS perceived impact on reliable communications from the tower.

Notwithstanding the underlined uses above, Grantee shall not rebroadcast from the Agreement Premises radio or television signals containing pornographic or obscene materials, regardless of whether approved by the Federal Communications Commission to do so.