

THE THIRD AMENDMENT TO SITE AGREEMENT FOR LAND

This Third Amendment to Site Agreement For Land (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Deltona**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement For Land dated September 1, 1999 ("**Original Lease**"), as amended by that certain Amendment to Site Agreement for Land dated April 17, 2000 ("**First Amendment**"), as amended by that certain Second Amendment to Site Lease for Land dated November 14, 2016 ("**Second Amendment**") (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 15, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2001, and, without giving

effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an ***“Existing Renewal Term”*** and, collectively, the ***“Existing Renewal Terms”***), the Lease is otherwise scheduled to expire on December 31, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of **Four (4)** additional **Five (5)** year renewal terms (each a ***“New Renewal Term”*** and, collectively, the ***“New Renewal Terms”***). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to ***“Renewal Term”*** shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the ***“Memorandum”***) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. If tenant elects to terminate as stated in this section, tenant shall have sixty (60) days from the date of the expiration of the final Renewal Term to remove all communications equipment and other personal property, including the removal of any foundation to two (2) feet below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted.

3. **Tenant’s Right to Expand Leased Premises.**

- a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional **Five Hundred (500)** square feet contiguous to the Leased Premises, the shape and location of which shall be mutually agreeable to Landlord and Tenant (the ***“Expansion Area”***). Tenant may, by written notice to Landlord, exercise said option, in Tenant’s sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant’s sole discretion, with Tenant’s ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.

- b. The “**Commencement Date**” of the expansion of the Leased Premises, to include the Expansion Area, shall be the earlier of: (i) the date that one of Tenant’s (or American Tower’s) customers commences payment to Tenant (or American Tower) under a sublease, license or other form of collocation agreement that grants said customer use of the Expansion Area; (ii) the date that Tenant (and/or American Tower) issues a written ‘Notice To Proceed’ to one of Tenant’s (or American Tower’s) customers for the purpose of commencing said customer’s installation of equipment on all or a portion the Expansion Area; (iii) if no written ‘Notice to Proceed’ is issued, then the date that Tenant, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expansion Area; or (iv) the date that Tenant (and/or American Tower) issues a written notice to Landlord evidencing its intent to commence leasing the Expansion Area.
4. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently **Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00)** per month (the “**Rent**”). Commencing on January 1, 2027, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **Twenty Percent (20%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Deltona**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
5. **Revenue Share.**
- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord **Fifteen Percent (15%)** of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new and subsequent sublease, license, or other collocation agreement for the use of any portion of the Leased Premises (and, subsequent to the Commencement Date, the Expansion Area) entered into by and between Tenant (or American Tower) and a third party (any such third party, the “**Additional Collocator**”) subsequent to the Effective Date (any such amounts, the “**Collocation Fee**”). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the “**Tower**”), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant’s obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent

or affiliate of Tenant or American Tower.

- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, but shall provide notice to Landlord for (i) future subleasing and licensing of the Leased Premises and/or Expansion area to additional customers, or (ii) installing or modifying material improvements within the Leased Premises and/or Expansion Area. Contemporaneous with such notice, Tenant shall also provide Landlord, to the extent already in Tenant's possession, any construction plans required to be submitted to obtain any building or other municipal permits required for any such alterations. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any other future activities at or uses of the Leased Premises, including, without limitation, (i) installing or modifying immaterial improvements to the Leased Premises and/or Expansion Area, (ii) repairing or replacing improvements within the Leased Premises and/or Expansion Area, and/or (iii) assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises and/or Expansion Area by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the

execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Landlord Use of Leased Premises.** Tenant hereby grants to Landlord a non-exclusive license to install, maintain, and operate radio equipment on the Tower for Landlord's Public Safety Equipment. Landlord shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to Landlord's equipment on the Tower other than those which are approved in writing by Tenant, nor shall Landlord alter the frequencies or operation of the approved equipment without Tenant's prior written consent. Landlord shall submit an application (the "**Equipment Application**") to Tenant, utilizing Tenant's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Tenant's review and written approval (such written approval, or notice to proceed, the "**NTP**"). Landlord shall not construct, install, or alter the approved equipment until Tenant issues to Landlord a NTP. Landlord shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Leased Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs or other expenses directly attributable to Landlord's use of the Tower. Notwithstanding anything to the contrary in this Agreement, Landlord shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Landlord's equipment. Tenant's permission shall not unreasonably be withheld. Landlord further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a "**Tower User**"). In the event that any modification or change in the Landlord's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Tenant or the affected Tower User shall notify the Landlord in writing of such interference and if the Landlord is unable to either eliminate or reduce the

interference to a level acceptable to the affected Tower User within a period of thirty (30) days after such written notice, Landlord agrees to cease all interfering operations from the Tower. Tenant agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Tenant agrees to preclude other Tower Users from interfering with the operation of the Landlord's approved equipment, as such approved equipment exists at the time Tenant enters into an agreement with another Tower User. Landlord shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state, and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Landlord and Tenant agree that Landlord shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Landlord's equipment on the Tower; Tenant covenants and agrees that it will provide notice to Landlord prior to undertaking any such analysis, thereby allowing Landlord an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Landlord's equipment, Landlord and Tenant agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Landlord's equipment shall be made to the Tower at the sole cost of Landlord, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Landlord or its successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Leased Premises or on the Tower. Landlord shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment.

9. **Notices.** The Parties acknowledge and agree that Section 16(I) of the Original Lease and Section 6 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 2345 Providence Blvd., Deltona, FL 32725; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 16(J) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the

State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12. **Waiver**. From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Deletion**. The Parties acknowledge and agree that Section 16(Q) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
14. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Deltona,
a municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless,

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Volusia, State of Florida, and being known as
Volusia County APN: 8130-11-06-0010.

Dewy O. Boster Park, Parcel 8130-11-06-0010: All of Tract "F", Deltona Lakes Unit Eleven, according to the plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida; AND

All of Tract "G" of said Deltona Lakes Unit Eleven, LESS AND EXCEPT the following: Commencing at the centerline intersection of Agatha Drive and St. Johns (Saxon) Blvd., as shown on said plat, run S37°30'00"E, along the centerline of St. Johns (Saxon) Blvd., for 30 feet; thence S52°30'00"W for 35.00 feet to a point on the Westerly Right-of-Way Line of St. Johns (Saxon) Blvd. And the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S52°30'00"W for 437.89 feet; thence N00°09'11"E for 551.64 feet; thence S88°36'02"W for 102.00 feet; thence N01°23'58"W for 60.00 feet to the Point of Curvature of a circular curve to the right having a radius of 84.43 feet; thence Northeasterly along the arc of said curve through a central angle of 53°53'58" for 79.43 feet; thence N52°30'00"E for 54.77 feet to the Point of Curvature of a circular curve to the right having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for 39.27 feet; thence S37°30'00"E for 555.00 feet to the Point of Beginning. **AND LESS AND EXCEPT:**

A portion of Tract "G" of Deltona Lakes, Unit Eleven as recorded in Map Book 25, pages 193 through 206, of the Public Records of Volusia County, Florida, more particularly described as follows: Commence at the centerline intersection of Agatha

Drive and Saxon Boulevard, (Platted as St. Johns Boulevard); thence S 37° 30' 00" E along the centerline of Saxon Boulevard, a distance of 30.00 feet; thence S 52° 30' 00" W a distance of 35.00 feet to the Westerly right of way line of Saxon Boulevard and the Point of Beginning; thence S 37° 30' 00" E along said right of way line, a distance of 71.46 feet; thence S 52° 30' 00" W, a distance of 139.22 feet; thence N 37° 30' 00" W, a distance of 71.46 feet; thence N 52° 30' 00" E, a distance of 139.22 feet to the Point of Beginning; containing 0.23 acres, more or less.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

16.00 FEET x 30.00 FEET LEASE AREA

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

being more particularly described as follows:

Begin at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Beginning lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Beginning is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Beginning.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Beginning.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Beginning.

Thence, leaving said Northerly corner and said Point of Beginning, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 30.00 feet to a ½" iron rod (#4596); Thence run N 54°16'56" W, 16.00 feet to the Point of Beginning. Containing 480 square feet or 0.01 acres more or less.

Option for Expansion Area

Tenant has an irrevocable option to expand the Leased Premises to include an additional **Five Hundred (500)** square feet contiguous to the Leased Premises, the shape and location of which shall be mutually agreeable to Landlord and Tenant.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

10.00 FEET AND 20.00 FEET INGRESS\EGRESS EASEMENT

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

being more particularly described as follows:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress\egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 28.36 feet; Thence run N 35°43'04" E, 36.65 feet; Thence run N 38°21'51" E, 66.50 feet; Thence run N 15°43'40" E, 19.68 feet; Thence run N 41°12'56" E, 45.49 feet; Thence run N 57°10'39" E, 124.08 feet to the Point of Termination of said 10.00 feet wide easement and the Point of Beginning of a 20.00 feet ingress\egress and utility easement, lying 10.00 feet on both sides of the following described centerline; Thence run S 76°13'37" E, 72.96 feet; Thence run N 64°30'54" E, 97.59 feet; Thence run N 28°34'03" W, 80.97 feet; Thence run N 46°20'07" E, 48.12 feet to the Westerly right of way line of Saxon Boulevard, also being the Point of Termination of said 20.00 feet wide easement, lying N 25°45'20" W, 578.13 feet from said reference point 1. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

Together with:

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES (CONTINUED)

20.00 FEET WIDE UTILITY EASEMENT "A"

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

lying 10.00 feet on both sides of the following described centerline:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress/egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 23.36 feet; Thence run N 35°43'04" E, 36.77 feet; Thence run N 38°21'51" E, 65.62 feet; Thence run N 15°43'40" E, 19.81 feet; Thence run N 41°12'56" E, 47.32 feet; Thence run N 57°10'39" E, 28.32 feet; Thence run S 32°49'21" E, 29.92 feet to the Point of Termination lying N 27°27'19" E, 445.78 feet from said reference point 2. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

Together with:

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES (CONTINUED)

20.00 FEET WIDE UTILITY EASEMENT "B"

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

lying 10.00 feet on both sides of the following described centerline:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress/egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 23.36 feet; Thence run N 35°43'04" E, 36.77 feet; Thence run N 38°21'51" E, 65.62 feet; Thence run N 15°43'40" E, 19.81 feet; Thence run N 41°12'56" E, 47.32 feet; Thence run N 57°10'39" E, 55.42 feet; Thence run N 33°39'33" E, 285.54 feet to the Point of Termination being on the Westerly right of way line of Saxon Boulevard and lying N 28°49'15" E, 768.22 feet from said reference point 2. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn.: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No.: 412360
ATC Site Name: Deltona FL
Assessor's Parcel No(s): 8130-11-06-0010

Prior Recorded Lease Reference:

Book: 7338; Page: 4716
Instrument No.: 2016233605
State of Florida
County of Volusia

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Deltona**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement For Land dated September 1, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be December 31, 2056. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's

ATC Site No.: 412360
Site Name: Deltona FL

request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by approximately Five Hundred (500) square feet contiguous to the Leased Premises.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 2345 Providence Blvd., Delton, FL 32725; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921, Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of Deltona,
a municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

City of Deltona,
a municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: **ATC Sequoia LLC**, a Delaware limited liability
company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Volusia, State of Florida, and being known as
Volusia County APN: 8130-11-06-0010.

Dewy O. Boster Park, Parcel 8130-11-06-0010: All of Tract "F", Deltona Lakes Unit Eleven, according to the plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida; AND

All of Tract "G" of said Deltona Lakes Unit Eleven, LESS AND EXCEPT the following: Commencing at the centerline intersection of Agatha Drive and St. Johns (Saxon) Blvd., as shown on said plat, run S37°30'00"E, along the centerline of St. Johns (Saxon) Blvd., for 30 feet; thence S52°30'00"W for 35.00 feet to a point on the Westerly Right-of-Way Line of St. Johns (Saxon) Blvd. And the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S52°30'00"W for 437.89 feet; thence N00°09'11"E for 551.64 feet; thence S88°36'02"W for 102.00 feet; thence N01°23'58"W for 60.00 feet to the Point of Curvature of a circular curve to the right having a radius of 84.43 feet; thence Northeasterly along the arc of said curve through a central angle of 53°53'58" for 79.43 feet; thence N52°30'00"E for 54.77 feet to the Point of Curvature of a circular curve to the right having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for 39.27 feet; thence S37°30'00"E for 555.00 feet to the Point of Beginning. **AND LESS AND EXCEPT:**

A portion of Tract "G" of Deltona Lakes, Unit Eleven as recorded in Map Book 25, pages 193 through 206, of the Public Records of Volusia County, Florida, more particularly described as follows: Commence at the centerline intersection of Agatha

Drive and Saxon Boulevard, (Platted as St. Johns Boulevard); thence S 37° 30' 00" E along the centerline of Saxon Boulevard, a distance of 30.00 feet; thence S 52° 30' 00" W a distance of 35.00 feet to the Westerly right of way line of Saxon Boulevard and the Point of Beginning; thence S 37° 30' 00" E along said right of way line, a distance of 71.46 feet; thence S 52° 30' 00" W, a distance of 139.22 feet; thence N 37° 30' 00" W, a distance of 71.46 feet; thence N 52° 30' 00" E, a distance of 139.22 feet to the Point of Beginning; containing 0.23 acres, more or less.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

16.00 FEET x 30.00 FEET LEASE AREA

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

being more particularly described as follows:

Begin at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Beginning lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Beginning is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Beginning.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Beginning.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Beginning.

Thence, leaving said Northerly corner and said Point of Beginning, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 30.00 feet to a ½" iron rod (#4596); Thence run N 54°16'56" W, 16.00 feet to the Point of Beginning. Containing 480 square feet or 0.01 acres more or less.

Option for Expansion Area

Tenant has an irrevocable option to expand the Leased Premises to include an additional **Five Hundred (500)** square feet contiguous to the Leased Premises, the shape and location of which shall be mutually agreeable to Landlord and Tenant.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

10.00 FEET AND 20.00 FEET INGRESS\EGRESS EASEMENT

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

being more particularly described as follows:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress\egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 28.36 feet; Thence run N 35°43'04" E, 36.65 feet; Thence run N 38°21'51" E, 66.50 feet; Thence run N 15°43'40" E, 19.68 feet; Thence run N 41°12'56" E, 45.49 feet; Thence run N 57°10'39" E, 124.08 feet to the Point of Termination of said 10.00 feet wide easement and the Point of Beginning of a 20.00 feet ingress\egress and utility easement, lying 10.00 feet on both sides of the following described centerline; Thence run S 76°13'37" E, 72.96 feet; Thence run N 64°30'54" E, 97.59 feet; Thence run N 28°34'03" W, 80.97 feet; Thence run N 46°20'07" E, 48.12 feet to the Westerly right of way line of Saxon Boulevard, also being the Point of Termination of said 20.00 feet wide easement, lying N 25°45'20" W, 578.13 feet from said reference point 1. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

Together with:

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES (CONTINUED)

20.00 FEET WIDE UTILITY EASEMENT "A"

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

lying 10.00 feet on both sides of the following described centerline:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress/egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 23.36 feet; Thence run N 35°43'04" E, 36.77 feet; Thence run N 38°21'51" E, 65.62 feet; Thence run N 15°43'40" E, 19.81 feet; Thence run N 41°12'56" E, 47.32 feet; Thence run N 57°10'39" E, 28.32 feet; Thence run S 32°49'21" E, 29.92 feet to the Point of Termination lying N 27°27'19" E, 445.78 feet from said reference point 2. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

Together with:

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES (CONTINUED)

20.00 FEET WIDE UTILITY EASEMENT "B"

lying within the following described parent tract:

All of Tract "F", Deltona Lakes Unit Eleven, according to the Plat thereof, as recorded in Plat Book 25, Pages 193 through 206 inclusive, of the Public Records of Volusia County, Florida.

lying 10.00 feet on both sides of the following described centerline:

Commence at a ½" iron rod (#4596) located at the Northerly corner of a 16.00 feet x 30.00 feet area, said Point of Commencement lies 304.78 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 278.60 feet, measured at right angles, Easterly of the Northerly extension of the Westerly line of said parent tract, which bears N 00°09'11" E, said Point of Commencement is further referenced as follows:

1. A 4"x 4" concrete monument located at the monumented point of curvature of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 00°09'11" E, 79.00 feet from said Southeasterly corner of said parent tract, lies S 70°18'46" E, 675.25 feet from said Point of Commencement.
2. A 4"x 4" concrete monument located at the monumented intersection of the Southerly line of said parent tract and the Easterly right of way line of Daveport Drive, lies S 08°08'26" W, 307.64 feet from said Point of Commencement.
3. A 4"x 4" concrete monument located at the monumented point of tangency of said parent tract along the Westerly right of way line of Saxon Boulevard, and lying N 18°40'24" W, 364.66 feet from said reference point 1, lies N 77°11'39" E, 532.27 feet from said Point of Commencement.

Thence, leaving said Northerly corner and said Point of Commencement, run S 35°43'04" W, 30.00 feet to a ½" iron rod (#4596); Thence run S 54°16'56" E, 16.00 feet to a ½" iron rod (#4596); Thence run N 35°43'04" E, 15.00 feet to the Point of Beginning of a 10.00 feet ingress/egress and utility easement, lying 5.00 feet on both sides of the following described centerline; Thence run S 54°16'56" E, 23.36 feet; Thence run N 35°43'04" E, 36.77 feet; Thence run N 38°21'51" E, 65.62 feet; Thence run N 15°43'40" E, 19.81 feet; Thence run N 41°12'56" E, 47.32 feet; Thence run N 57°10'39" E, 55.42 feet; Thence run N 33°39'33" E, 285.54 feet to the Point of Termination being on the Westerly right of way line of Saxon Boulevard and lying N 28°49'15" E, 768.22 feet from said reference point 2. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.