

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 16, 2005 – 5:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Hisaw.

ROLL CALL – City Clerk, Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer – Alderman Ward 2
 Mike Bishop - Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Mike Morgan – Alderman Ward 5
 William Barnett - Alderman Ward 6
 Ken Dreher – City Attorney

APPROVAL OF AGENDA ITEMS A-AA

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve Consent Agenda Items A-AA. Items Z and AA will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

CELL TOWER LEASE – LAGOON PROPERTY

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Fisher to approve a cell tower lease-agreement with New Cingular Wireless PCS, LLC dba Cingular Wireless. A copy of the lease is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:10 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman Sept. 6, 2005
Rosemary G. Aultman, Mayor Date

ATTEST: W. Derrick 09/06/2005
Wayne Derrick, City Clerk Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 8-16-05 AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

FOR:

BOARD APPROVED

ACCOUNT NO.:

AUG 16 2005

INTRODUCED BY:

CITY OF CLINTON

DISCUSSION/ACTION: CELL TOWER LEASE
- LAGOON PROPERTY

INTRODUCED BY:

KEN DREWER

BOARD ACTION:

MOTION MADE BY:

Greer

SECONDED BY:

Fisher

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Bishop

Fisher

Morgan

Barnett

Mayor Aultman

✓

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BOARD APPROVED

AUG 16 2005

CITY OF CLINTON

STATE OF _____

COUNTY OF _____

GROUND LEASE

BE IT KNOWN AND REMEMBERED that effective this _____ day of _____, _____ the following contract of lease is hereby entered by and between the following parties:

LESSOR:

CITY OF CLINTON, a Mississippi Municipal Corporation, herein represented by Rosemary Aultman, its duly authorized Mayor, whose mailing address is P.O. Box 156, Clinton, Mississippi 39060, (hereinafter referred to as "Lessor").

And

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, its affiliates, successors and assigns, herein represented by _____, its duly authorized _____, whose mailing address is Cingular Wireless, 6100 Atlantic Boulevard, Mail Code GAN02, Norcross, Georgia 30071, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain parcel of land located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B".

2.

TERM. The primary term of this agreement shall be for five (5) years commencing on the date construction begins. The parties will confirm this date by letter agreement. Rent as set out below will be due on the date construction begins and annually on the anniversary of the date thereafter. Construction must begin within 180 days of the date of execution of this lease or the lease shall be deemed terminated.

OPTIONS TO RENEW. Lessee shall have the option to renew and extend the primary term of this Lease as set out below. Each such option period shall be deemed exercised by the Lessee unless the Lessee notifies the Lessor in writing not less than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal or extension period thereof then in effect, that Lessee does not wish to exercise this option.

Options 2 through 5 shall be at a rental as negotiated between the parties at least 90 days before the beginning of the option period. Lessor shall have the right to cancel the lease prior to year 11, year 16, year 21 by giving 90 days notice.

3.

RENT. Lessee shall pay rental under this Lease annually in advance within 30 days of the approval of this Lease by the Lessor, as follows:

Primary (5 yrs.)	\$ 12,000 for year 1 plus a 3% increase each year
1 st Option 5 yrs.	\$ 13,911 for year 1 plus a 3% increase each year
2 nd Option 5 yrs.	\$ 16,127 for year 1 plus a 3% increase each year
3 rd Option 5 yrs.	\$ 18,695 for year 1 plus a 3% increase each year
4 th Option 5 yrs.	\$ 21,673.33 for year 1 plus a 3% increase each year
5 th Option 5 yrs.	\$ 25,125.34 for year 1 plus a 3% increase each year

4.

LAWS AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, and the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its cellular telephone facilities as its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease upon 30 days written notice.

5.

USE OF THE PREMISES. Lessee, its employees, agents, shall have the right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other purpose without having obtained the prior written consent of Lessor. Notwithstanding the foregoing, Lessee's sublessees and sublicensees may use the Leased Premises or any portion thereof provided they are a business entity which is licensed by the FCC, or its successor, to operate

a wireless communications business and will use the Leased Premises for wireless communications purposes.

Lessee shall use the Leased Premises only for a site for Lessee's and its sublessee's and sublicensee's wireless communications facilities, buildings or cabinets used in connection therewith, together with all other necessary related equipment and such other uses related to the communications facility which the Lessee intends to locate at the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the type of tower shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor; however, no such consent shall be required for the antennas to be placed on the tower nor for the equipment buildings and cabinets to be placed on the ground adjacent to the tower.

Lessee understands that the Premises are rented without any utilities including, but not limited to, water, electricity, sewage, drainage and telephone services, however, Lessee may install such utilities, as it desires at its sole expense subject to prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

Lessor agrees that Lessee may maintain a generator on the site to provide emergency power to operate equipment on the site. Lessee and its sublicensees and sublessees may also replace, upgrade and add to their onsite equipment provided Lessee notifies Lessor of these equipment changes and such changes do not interfere with the rights of adjacent property owners.

6.

LIGHTING. Lessee shall provide and use lighting on its facilities which is approved by the Federal Aviation Administration and as may be changed and approved by the Federal Aviation Administration from time to time during the Lease. Lessee further agrees to insure that the cellular telephone facilities aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marking requirements designated by the FCC on Lessee's radio license and the compliance with such requirement shall be in the manner prescribed by the FCC rules and policies.

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then

Lessee's obligation to pay future rental payments shall cease and this Lease shall be terminated.

8.

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC license on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability 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 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;
 - (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or
 - (c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises.

10.

LIENS. Lessee shall keep all of the Leased Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics and material men's liens for or arising out of or in connection with work or labor done on the Leased Premises at the request of Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Premises and all improvements thereon against all such liens and claims of liens, suits or other proceedings caused by Lessee. If Lessee desires to contest any such lien it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to Lessor) against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting there from.

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to (a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns. Lessee may assign its lease to an affiliate or merger successor or any legal entity with a minimum \$20,000,000 net worth. Lessee may sublet or sublicense the Leased Premises or any portion thereof to any person or business entity which is licensed by the Federal Communications Commission, or its successor, to operate a wireless communications business and who will use the Leased Premises for wireless communications purposes.

13.

INDEMNIFICATION AND HOLD HARMLESS. Lessee shall indemnify and hold Lessor harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligent acts or omissions or willful misconduct of Lessee or Lessee's agents, employees, licensees, invitees or contractors

occurring in or about the Leased Premises. In no event shall the liability of Lessee or Lessor under this agreement include damages for lost profits, consequential or punitive damages. This paragraph shall survive expiration or termination of this Agreement.

14.

DAMAGE OR DESTRUCTION CAUSED BY THIRD PARTIES. Lessor shall not be liable to Lessee for damages arising from interference, discontinuance or interruption of Lessee's operations on the Leased Premises under this Lease, which are due to acts of God or circumstances beyond Lessor's control or, the acts of other Lessees who have entered into a written lease with Lessor prior to this Lease. "Circumstances beyond its control" shall include but shall not be limited to interference whether electrical, radiation or physical.

15.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. After the aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by Lessee.

16.

WAIVER. No waiver by Lessor or failure by it to require strict and punctual performance by Lessee of any of the terms, conditions, provisions or obligations of the Lease, or any other forbearance, sufferance of indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of Lessee's obligations hereunder.

17.

INSURANCE. The Lessee shall, at its cost and expense, take out and maintain during the term of the Lease, not less than the following insurance coverage: Comprehensive General Liability Insurance against claims for bodily injury, including personal injury and accidental death; as well as from claims for injury or destruction of property. The policy shall be written to include the Lessor as an additional named insured. Not less than the following limit shall be provided; bodily injury liability, including death at \$1,000,000.00 each occurrence; property damage liability \$1,000,000.00 each occurrence, \$1,000,000.00 each accident. The policy shall be written by a reputable company approved by Lessor and shall provide a thirty (30) day written notice of cancellation or change in coverage to Lessor. All policies shall include a waiver of subrogation against Lessor and include coverage for contractual liability to specifically include the hold harmless and indemnification provisions under paragraph 13 of this Lease. Lessee shall furnish certificates of insurance or other

evidence satisfactory to Lessor of compliance by Lessee with the provisions hereof at the execution of this Lease.

The insurance coverage limits set out above shall be subject to increase prior to the beginning of each option period of this Lease provided that Lessor has requested such increase by notice to Lessee at least thirty (30) days prior to such date. Upon such request the parties shall attempt to agree for such option period on reasonable and adequate limits for the nature of the risk.

18.

SEVERABILITY. Each Paragraph of this Lease Agreement is severable from all other Paragraphs. In the event any court of competent jurisdiction determines that any Paragraph or subparagraph is invalid or unenforceable for any reason, all remaining Paragraphs will remain in full force and effect.

19.

INTERPRETATION. This Lease shall be interpreted according to and enforced under the laws of the State of Mississippi.

20.

ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement of both parties hereto, and no other oral or prior written agreement shall be binding on the parties hereto. This Lease supersedes all prior agreements, contracts and misunderstandings of any kind between the parties relating to the subject matter hereof.

21.

INTEREST ON ARREARS. Lessee shall pay to Lessor on demand interest at the rate of 10% per annum on the amount of any payment not made when due hereunder from the date due here of until payment is received by Lessor.

22.

NOTICES. All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited in the United States mail, certified mail, postage prepaid or reliable overnight carrier addressed as follows:

LESSOR: City of Clinton
 P.O. Box 156
 Clinton, MS 39060
 Attention: Mayor

LESSEE: Cingular Wireless
Attn: Network Real Estate Administration
Re: Cell Site Name: Morrison Heights
6100 Atlantic Boulevard
Mail Code GA02
Norcross, GA 30071

with a copy to: Cingular Wireless
Attn.: Legal Department
Re: Cell Site Name: Morrison Heights
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

23.

ORDINANCES. Lessor and Lessee agree that the Wireless Communications Ordinance of the City of Clinton as adopted on September 9, 1999, shall be considered a part of this Lease Agreement. A copy of said Ordinance is attached as Exhibit "E". Lessee may sublet to other entities under the provisions of this Ordinance.

24.

Lessor and Lessee agree that they will execute a memorandum of lease upon the request of the other party which will be recorded in the land records of Hinds County, Mississippi, at the requesting party's expense.

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the ____ day of _____, _____.

LESSOR:

CITY OF CLINTON

By: _____
Mayor

Attest:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

NOTARY PUBLIC
SAID COUNTY AND STATE

In Testimony Whereof, Lessee has executed this act in _____, _____, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

(Seal)

STATE OF _____:
:SS
COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify this _____ day of _____, 2005 that _____, as _____, of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, d/b/a Cingular Wireless, has signed the foregoing instrument and, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he/she, with full authority, executed the same voluntarily for and as the act of said entity. He/She is () personally known to me **OR** () has produced _____ as identification.

(Signature of Notary Public)

(Type Name of Notary Public)

State of _____

My Commission Expires: _____

Lease Premises (Final Survey)

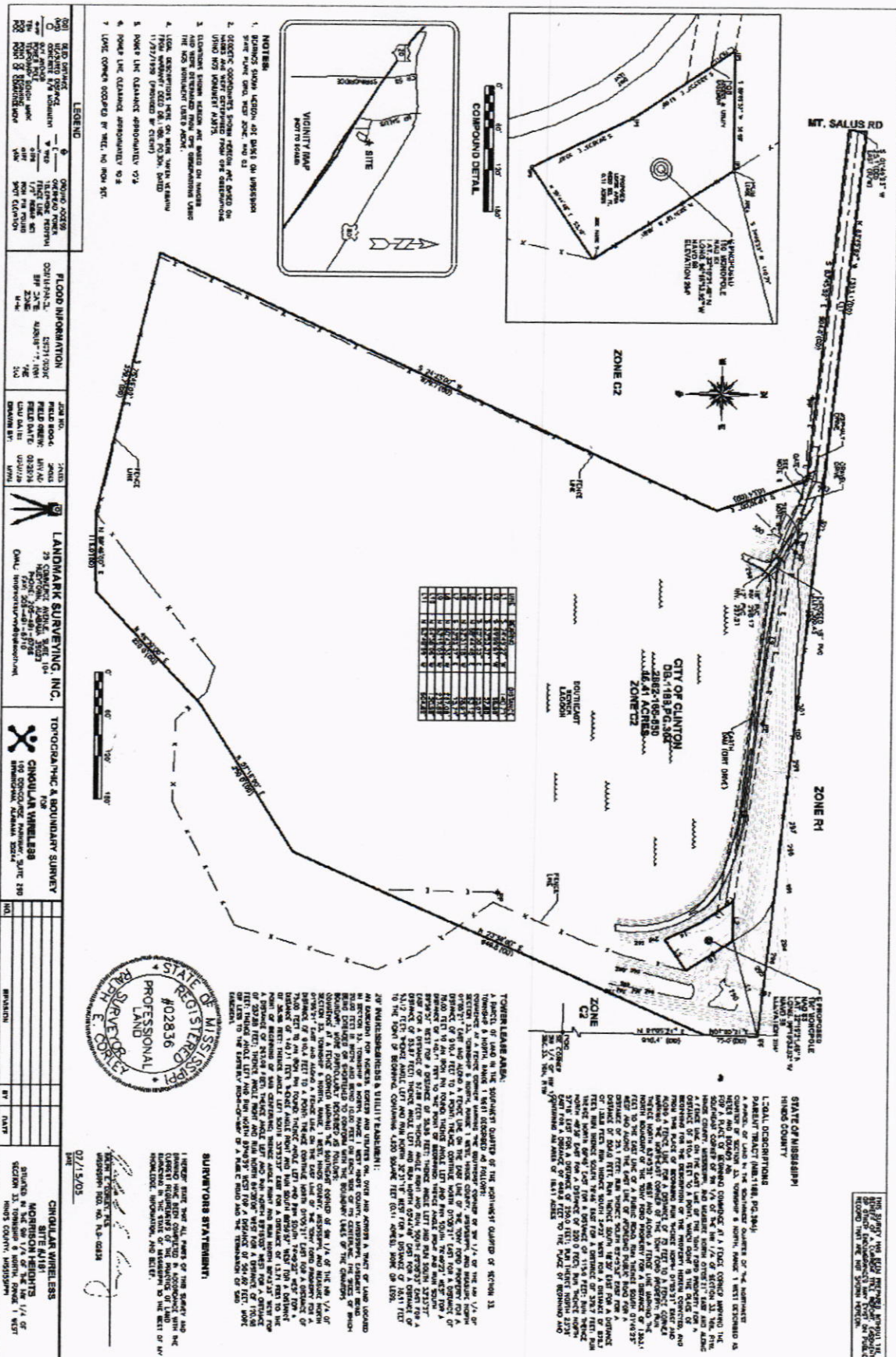


EXHIBIT "A"

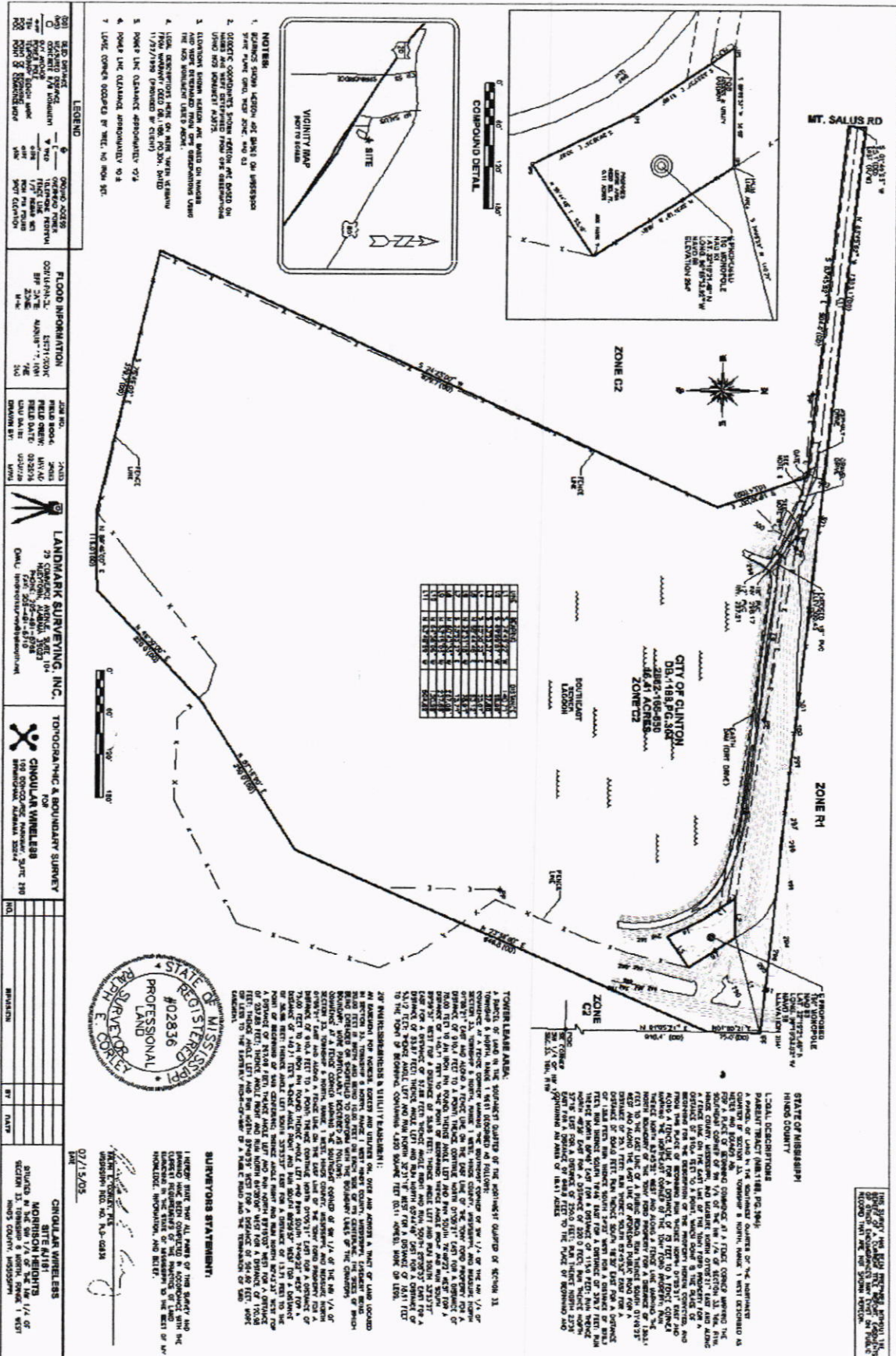
TOWER LEASE AREA:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST DESCRIBED AS FOLLOWS:
COMMENCE AT A FENCE CORNER MARKING THE SOUTHEAST CORNER OF SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND MEASURE NORTH 01°05'21" EAST AND ALONG A FENCE LINE ON THE EAST LINE OF THE TONY FORD PROPERTY FOR A DISTANCE OF 910.4 FEET TO A POINT; THENCE CONTINUE NORTH 01°05'21" EAST FOR A DISTANCE OF 75.00 FEET TO AN IRON PIN FOUND; THENCE ANGLE LEFT AND RUN SOUTH 74°49'22" WEST FOR A DISTANCE OF 140.71 FEET TO THE POINT OF BEGINNING; THENCE ANGLE RIGHT AND RUN SOUTH 89°59'57" WEST FOR A DISTANCE OF 56.98 FEET; THENCE ANGLE LEFT AND RUN SOUTH 33°53'37" EAST FOR A DISTANCE OF 57.88 FEET; THENCE ANGLE RIGHT AND RUN SOUTH 25°38'33" EAST FOR A DISTANCE OF 53.67 FEET; THENCE ANGLE LEFT AND RUN NORTH 55°44'48" EAST FOR A DISTANCE OF 53.12 FEET; THENCE ANGLE LEFT AND RUN NORTH 32°31'18" WEST FOR A DISTANCE OF 78.91 FEET TO THE POINT OF BEGINNING, CONTAINING 4,620 SQUARE FEET (0.11 ACRES), MORE OR LESS.

20' INGRESS/EGRESS & UTILITY EASEMENT:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ON, OVER AND ACROSS A TRACT OF LAND LOCATED IN SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST HINDS COUNTY, MISSISSIPPI. EASEMENT BEING 20.00 FEET IN WIDTH AND BEING 10.00 FEET ON EACH SIDE OF ITS CENTERLINE, THE SIDES OF WHICH BEING EXTENDED OR SHORTENED TO CONFORM WITH THE BOUNDARY LINES OF THE GRANTORS BOUNDARY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FENCE CORNER MARKING THE SOUTHEAST CORNER OF SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, AND MEASURE NORTH 01°05'21" EAST AND ALONG A FENCE LINE ON THE EAST LINE OF THE TONY FORD PROPERTY FOR A DISTANCE OF 910.4 FEET TO A POINT; THENCE CONTINUE NORTH 01°05'21" EAST FOR A DISTANCE OF 75.00 FEET TO AN IRON PIN FOUND; THENCE ANGLE LEFT AND RUN SOUTH 74°49'22" WEST FOR A DISTANCE OF 140.71 FEET; THENCE ANGLE RIGHT AND RUN SOUTH 89°59'57" WEST FOR A DISTANCE OF 56.98 FEET; THENCE ANGLE LEFT SOUTH 33°53'37" EAST FOR A DISTANCE OF 13.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE ANGLE RIGHT AND RUN NORTH 80°43'33" WEST FOR A DISTANCE OF 267.08 FEET; THENCE ANGLE LEFT AND RUN NORTH 83°15'03" WEST FOR A DISTANCE OF 237.88 FEET; THENCE ANGLE RIGHT AND RUN NORTH 64°36'06" WEST FOR A DISTANCE OF 120.98 FEET; THENCE ANGLE LEFT AND RUN NORTH 83°48'59" WEST FOR A DISTANCE OF 504.62 FEET, MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD AND THE TERMINATION OF SAID EASEMENT.

EXHIBIT "B"
Lease Premises, Access and Utility Easement



NOTES:

1. BEARINGS SHOWN HEREIN ARE BASED ON MSS35999 STATE PLANE COORDINATE, WAD 83.
2. GEOTIC CORRECTIONS SHOWN HEREIN ARE BASED ON MAGNETIC DECLINATION DATA OBTAINED FROM GPS OBSERVATIONS USING NOS MONUMENT A33975.
3. ELEVATIONS SHOWN HEREIN ARE BASED ON MAGNETIC REDUCTIONS OF SURVEY DATA OBTAINED FROM GPS OBSERVATIONS USING NOS MONUMENT LISTED ABOVE.
4. LEGAL DESCRIPTION HEREIN ARE WERE TAKEN VERBATIM FROM WARRANTY DATED 08/11/86, PLOCH, DATED 11/21/1955, (PRODUCED BY CLIENT)
5. POWER LINE CLEARANCE APPROXIMATELY 12'.
6. POWER LINE CLEARANCE APPROXIMATELY 10'.
7. LEASE CORNER OCCUPIED BY TREE, NO IRON SET.