EXHIBIT "B"

SHELBY COUNTY 911 EMERGENCY COMMUNICATIONS BOARD LAND LEASE, DEVELOPMENT AND USE AGREEMENT

THIS AGREEMENT is made by and among Shelby County, Tennessee (the "County") and the Shelby County 911 Emergency Communications Board (the "911 Board").

RECITALS:

1. The Shelby County 911 Emergency Communications Board (the "911 Board"); the City of Memphis, Tennessee (the "City"); Shelby County, Tennessee (the "County"); and the Shelby County Sheriff (the "Sheriff") have determined that the establishment and operation of a combined emergency communications facility would permit the elimination of duplicate facilities and communication equipment and systems while enhancing the quality of law enforcement, fire and emergency aid and medical services in Shelby County and would thereby promote the health, safety, and general welfare of the citizens of Shelby County.

2. The 911 Board; the City; the County; and the Sheriff have now entered into a Memorandum of Understanding (the "MOU"), attached hereto as Exhibit "C" and incorporated herein by reference, to effect the establishment and operation of the combined emergency communications facility.

3. Under the provisions of the MOU, the County is obligated to provide up to fifteen (15) acres of County owned real property, upon which to construct the new combined emergency communications facility, under a long term lease arrangement, at a rental rate that shall be fixed at $ 1.00 per year for a term that is not less than the useful life of the same.

4. The County owns certain real property, being part of the old Shelby County Penal Farm property known as Area 10, located approximately 860' south of Haley Road and 1080' west of Farm Road, situated in the City of Memphis, County of Shelby, State of Tennessee, (the "County's Property").

5. The County is agreeable to lease to the 911 Board a fifteen (15) acre portion of the County's Property (hereinafter referred to as the "Property"), to provide a site for this new combined emergency communication facility, under certain terms and conditions. The Property and all of the improvements to be constructed thereon are hereinafter referred to as the "Facility".

NOW, THEREFORE, for and in consideration of the above stated purposes, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. **Description of the Property.** The Property which comprises the leased premises subject to this Agreement is more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference, and is specifically designated on the plat attached hereto as Exhibit "B" and incorporated herein by reference. The parties hereby acknowledge that the Property is currently undeveloped.

2. **Use.** The 911 Board shall use the Property for the primary purpose of constructing, operating and housing its new combined emergency communications facility and conducting therefrom public service activities including, but not limited to, services for public safety and emergency response communications, general administrative offices, and such other

uses as may be customary and/or necessary in the furtherance of these purposes, all to promote the health, safety and general welfare of the citizens of Shelby County in a manner consistent with the intended purpose of the Facility. The foregoing uses are hereinafter referred to as the "Permitted Uses". The County may terminate this Lease on ninety (90) days written notice if the Facility is used for some use other than the Permitted Uses. The Property shall not be used for any illegal, immoral, or obscene use.

3. **Term and Renewal Options.** The initial term of this Lease shall be fifty (50) years commencing on the date of this Lease, with the Lessee having the option to extend the initial term for three (3) renewal terms of ten (10) years each on the same terms and conditions applicable to the initial term of this Lease by giving written notice to the County at least six (6) months before the expiration of the then current term of this Lease or any renewal and conditioned on there being no uncured event of default under this Lease at the time of the extension notice and at the commencement of the renewal term.

4. **Rental.** The rental hereunder shall be One Dollar ($1.00) per year, during the initial term and any renewal term. The entire rental for the initial term shall be paid upon signing of this Agreement. The entire rental for any renewal term shall be paid when written notice of the renewal is sent by the 911 Board to the County.

5. **Improvements.** All improvements to the Property shall be made at the 911 Board's sole expense. As a condition of this Lease, the 911 Board shall construct upon the Property an appropriate building for the Permitted Uses. The Facility as well as other improvements shall be constructed in accordance with plans and designs developed pursuant to the MOU (hereinafter referred to as the "Plans"). The construction of the initial improvements shall be started on or before March 31, 2005, or such later date as may be mutually agreed to in writing by the parties. After the commencement of construction of the Initial Improvements, the 911 Board shall diligently pursue construction of such improvements and complete the improvements in accordance with the Plans.

6. **Contingent Obligations.** Any obligations of the County under this Agreement, other than provisions related to remedies, are subject to the appropriation of the funding for same by the Shelby County Board of Commissioners.

7. **Land Use Permitting.** The 911 Board, at its own expense, shall promptly apply for and secure any zoning changes and/or land use permits required to develop and utilize the Property for the uses and purposes stated herein.

8. **Lease of Property.** The County hereby leases the Property to the 911 Board for the Permitted Uses and on the terms set forth herein. The 911 Board hereby accepts such lease and agrees to construct, operate and maintain the Facility pursuant to this Agreement, in a manner acceptable to the County, as a first-class facility for the Permitted Uses. The 911 Board will take all actions necessary to operate and maintain the Facility in a safe and orderly fashion for all staff, employees, tenants, contractors, vendors, patrons, visitors and invitees. The County hereby covenants that so long as the 911 Board shall keep and perform all of the covenants of this Agreement, The County will not disturb the 911 Board's quiet, peaceful and uninterrupted possession of the said Property.

9. **Income.** The 911 Board shall be entitled to receive and retain all monies generated by or from the operations of the Facility.

10. **Depreciation.** The 911 Board shall have the right to claim depreciation on the value of all improvements erected on the Property by the 911 Board.

11. **Lease Expenses and Maintenance.** The 911 Board shall pay all expenses incurred with respect to its leasehold interest or its operation and maintenance of the Facility hereunder, including, without limitation, all expenses associated with personnel (including security personnel), maintenance, labor, repair parts, replacements, materials, supplies, machinery and equipment (including security equipment), parking lot maintenance, lighting and litter control. The 911 Board also shall pay promptly all utilities costs associated with operation and maintenance of the Facility, including all electrical energy and demand charges, water, sewer user fees and solid waste pick-up fees before such costs become delinquent. The 911 Board shall keep the Facility and improvements in good repair and maintain the same in a neat and orderly condition.

12. **Operation of the Facility.** The 911 Board shall operate the Facility in regard to (i) scheduling use of all facilities therein, (ii) establishing and collecting all charges, fees and payments associated with all Permitted Uses. The Facility shall be operated on an ongoing and continuous basis during the Lease term by the 911 Board.

13. **Scheduling.** The 911 Board shall, in its reasonable discretion, and considering its purposes, establish all operating hours for the Facility, and shall develop and publish rules, regulations and procedures for scheduling and reserving use of all improvements thereon. The 911 Board also shall develop and publish such rules and restrictions as are reasonably necessary to assure that the Facility is operated in a safe and orderly manner.

14. **Advertising.** The 911 Board shall pay for all costs of advertising, promotional activities, marketing, and public relations deemed necessary for the successful operation of the Facility deemed necessary by the 911 Board. The 911 Board shall not install any signs or other advertising on the Property unless and until mutually approved by the County and the 911 Board in writing.

15. **Default and Termination.** The County may terminate this Agreement if the 911 Board fails to fund or pay any monetary obligations hereunder when such funding or payment is due and such non-payment continues for fifteen (15) business days after notice of non-payment has been given to the 911 Board. The County may terminate this Agreement if the 911 Board fails to perform any other obligation created by this Agreement and fails or refuses for sixty (60) days after notice of default has been given to the 911 Board to take all steps necessary to cure and rectify such default to the reasonable satisfaction of Shelby County; provided, however, that to the extent a default is not reasonably susceptible of being cured within such sixty (60) day period, such cure period shall be extended for as long as necessary to complete such cure, but not to exceed an additional one hundred twenty (120) days for a total cure period of one hundred eighty (180) days, so long as Lessee has commenced to cure during such sixty (60) day period and is diligently pursuing such cure to completion

The County shall have the option of terminating this Agreement immediately upon written notice to the 911 Board due to (i) the insolvency of the 911 Board or the execution

of an assignment for the benefit of creditors, (ii) the filing by the 911 Board for reorganization under any law relating to bankruptcy or insolvency, which is not dismissed within sixty (60) days from the date of filing, (iii) the appointment of a receiver or trustee to take possession of substantially all of the 911 Board's assets located at the Facility, (iv) any representation or warranty of the 911 Board contained in this Agreement shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made, or (v) the cessation of operations and maintenance activities by the 911 Board, including but not limited to, vacating or abandoning the Facility for a period of ten (10) consecutive days or more. Any and all other notices of default except as provided herein are waived by the 911 Board.

16. **Employees.** All persons employed at the Facility, either on a full or part time basis, during the term of this Agreement or any renewal hereof, will be the 911 Board's employees or will be employees of the 911 Board's permitted sublessees or contractors and Shelby County shall have no responsibility for the payment of any wages, salary, taxes and other employment benefits related to any such employees.

The 911 Board will, in its sole discretion, employ adequate qualified personnel to perform all obligations and services and the Permitted Uses required under this Agreement. All operations of the Facility under this Agreement will be supervised by the 911 Board.

17. **Ownership of the Facility.** The Property upon which the improvements are located is and shall remain the property of the County, for the use and benefit of all citizens of Shelby County, subject to the terms of this Agreement. The 911 Board's interest in the Facility is a leasehold interest only. All improvements, including, but not limited to, grading, paving, utility infrastructure, buildings and fixtures paid for in whole or in part by the 911 Board during any term of this Agreement, shall similarly become the property of the County upon the expiration of this Agreement.

18. **Inspection Rights and Accounting Obligations.**

18.01. **Site Inspections.** The County shall have the right, through its authorized employees or agents, to inspect the Facility from time to time to determine if it is being operated and maintained in accordance with this Agreement. Upon reasonable notice to the 911 Board, the County will be allowed ready entry and access to all buildings, premises and areas of the Facility in order to conduct such inspections. The cost of any such inspections shall be the County's.

18.02. **Books and Records.** The 911 Board will maintain sufficient books, documents, papers, accounting records and other documentation pertaining to all monies received or paid in connection with the operation of the Facility. The 911 Board will make such materials available at their offices located in Shelby County, Tennessee at all reasonable times during the period of this Agreement and for seven (7) years from the date of payment or receipt, for inspection by the County or by any other governmental entity or agency participating in this Agreement, or any authorized agents thereof. All such inspections or audits will be conducted during normal working hours, and on mutually agreeable dates and locations and at the cost and expense of the County or the requesting governmental agency, unless such audit establishes that the 911 Board's records were not being maintained in substantial compliance with GAAP.

19. **Insurance.** The 911 Board will maintain the following insurance coverage showing the County as an additional insured thereon and furnish written evidence of such insurance to Shelby County:

A. Commercial General Liability coverage with limits of a minimum of $1,000,000.00 single limit per occurrence / $2,000,000.00 annual aggregate premises / operations coverage; $2,000,000.00 Products / Completed Operations Aggregate; $1,000,000.00 Personal and Advertising Injury; $100,000.00 Fire Damage (any one fire). Coverage is to be included for invitees and visitors.

B. Non-owned and owned Automobile Liability of $1,000,000.00 for any one accident or loss.

C. Worker's Compensation and Employers Liability Coverage as required by Tennessee statutes.

D. The 911 Board will maintain all risk property casualty insurance, including boiler and machinery, on the buildings, improvements and fixtures within the Facility for their full replacement value. The 911 Board will maintain all risk property insurance coverage on its business, personal property and improvements and betterments thereto, including flood and earthquake coverage. The 911 Board will be responsible for paying its own deductible, if applicable.

The 911 Board will require all permitted sublessees, contractors (construction or otherwise) or vendors it engages, to carry and maintain during the term of their said engagement the insurance specified in subparagraphs A, B and D above, and where relevant the insurance coverage specified in subparagraph C above. The policies shall provide for a thirty (30) day notice of cancellation to the County and replacement policies shall be delivered at least thirty (30) days prior to the expiration of current policies.

20. **Indemnity.**

20.01. The 911 Board shall indemnify, defend, save and hold harmless the County, and its respective officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of or due to the breach of this Agreement by the 911 Board, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or commission of the 911 Board, its subcontractors, agents, or employees which occurs pursuant to the performance of this Agreement and this indemnification shall survive the termination or expiration of this Agreement. Neither the 911 Board nor its employees will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the County or any of its respective officers, agents or employees.

20.02. The County shall have no obligation for the payment of any judgments or the settlement of any claims against the 911 Board or its subcontractors, agents or employees as a result of or relating to the 911 Board's obligations under this Agreement.

20.03. The 911 Board shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 1109, Memphis, Tennessee 38103, of any written claim or suit made or filed against the 911 Board or its subcontractors, agents or employees regarding any matter resulting from or relating to the 911 Board's obligations under this Agreement, and will cooperate, assist, and consult with the County in the defense or investigation of any written claim, suit or action made or filed against the County as a result of or relating to the 911 Board's performance under this Agreement.

20.04 The 911 Board shall protect, defend, indemnify, and hold harmless the County from and against all liabilities, losses, costs, damages (including consequential damages), fines, suits, administrative proceedings, judgments, and expenses (including attorneys' and consultants' fees) (collectively referred to as "costs") which may be asserted, claimed or recovered against or imposed upon the Property, or the County, arising out of or in connection with the 911 Boards obligations hereunder, and; (i) applicable requirements of any environmental law; (ii) any environmental claims; (iii) the failure of the 911 Board or any subcontractor to obtain, maintain, or comply with any applicable environmental permit; (iv) the presence or existence of hazardous materials, including waste, at, on, about, under, within, near or in connection with the Property; (v) the transport, treatment, storage, collection, disposal or arrangement for the disposal of hazardous materials whether on the Property or originating from the Property and transported off site; (vi) any other obligations or actions of the 911 Board or any subcontractor pursuant to this contract. The 911 Board's obligations hereunder shall not be diminished or affected in any respect as a result of any obligation or action of County, taken pursuant to this contract unless such action is willfully improper or reckless, any notice or disclosure or other knowledge, if any, by the County of the presence or existence of hazardous materials at, on, about, under, within, near the Property in connection with this contract, nor shall County be deemed to have permitted any release of hazardous materials at, on, about, under, within, near the Property, in connection with this contract, or any other matter covered by the 911 Board's obligations hereunder, merely because County had notice, disclosure or knowledge thereof, whether at the time this contract is delivered or at any time thereafter.

In the event that any remedial work is necessary or required under any law because of, or in connection with, the presence, release or threatened release of hazardous materials in or into the air, soil, ground water or surface water at, on, about, under within or near any collection site as a result of or in connection with this contract shall, within twenty-four (24) hours after written demand for performance thereof by County (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), promptly commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such remedial work. All such remedial work shall be performed by the 911 Board or one or more subcontractors, reasonably approved in advance in writing by the County. The approval rights granted to the County in the immediately preceding sentence are limited to those necessary and reasonable to allow the Couny to protect its interests in the Property. All costs of such remedial work shall be paid by the 911 Board including, without limitation, reasonable costs incurred by the County in connection with the monitoring or review of such remedial work. In the event the 911 Board shall fail to promptly commence, or cause to be commenced, or fail to diligently prosecute to completion, such remedial work, County may, but shall not be required to, cause such remedial work to be performed and all costs of such remedial work shall become an obligation of the 911 Board under the contract.

21. **Representations and Warranties.**

21.01. Each party represents to the other with respect to itself that the execution and performance of this Agreement has been duly authorized by all necessary resolutions and corporate or partnership or other such action, and this Agreement constitutes the valid and enforceable obligations of the County and the 911 Board.

21.02. The 911 Board certifies that it is qualified to do business in the State of Tennessee.

21.03. The 911 Board certifies that it will take such actions as, from time to time, may be necessary to remain qualified to do business in the State of Tennessee and it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

21.04. The 911 Board warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the 911 Board, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the 911 Board any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

22. **Subletting and Assignment.** The County shall have the right to approve in its sole discretion each proposed assignee or sublessee on the basis of experience, reputation and financial strength. No subletting, assignment or transfer, except an assignment to a subsidiary entity owned and controlled by the 911 Board shall be effective unless approved in writing by the County and shall not relieve the 911 Board from performance of its duties under this Agreement.

23. **Amendment.** This Agreement may be modified only by amendment made in writing and signed by both parties.

24. **Notices.** All notices and approvals required or permitted hereunder shall be written and shall be delivered by a nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the following addresses or such other addresses of which any of the; parties shall give notice from time to time during the term hereof:

If to Shelby County:	Chief Administrative Officer Shelby County Government 160 N. Main Street, Suite 850 Memphis, Tennessee 38103 Fax: (901) 545-3490
With a copy to:	Contract Administrator Shelby County Government 160 N. Main Street, Suite 1109 Memphis, Tennessee 38103 Fax: (901) 545-5739
If to the 911 Board:	Raymond Chiozza, Director 6470 Haley Road Memphis, TN 38134 (901) 380-3900 - phone (901) 380-4707 - fax

25. **Independent Contractor.** Nothing in this Agreement shall be deemed to represent that the 911 Board, or any of its employees or agents, are the agents, representatives, or employees of the County. The 911 Board will be an independent contractor over the details and means for performing its business. Anything in this Agreement which may appear to give the

County the right to direct the 911 Board as to the details of the performance of its business or to exercise a measure of control over the 911 Board is for purposes of compliance with local, state and federal regulations and means that the Foundation will follow the desires of the County only as to the intended results of the scope of this Agreement.

26. **Discrimination.** The 911 Board agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of the 911 Board's duties under this Agreement or in the 911 Board's employment practices. The 911 Board shall, upon request, show proof of its effort to comply with the foregoing and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.

The County reserves the right to investigate any claims of illegal discrimination in the operation or maintenance of the Facility by the 911 Board and in the event a finding of same is made and upon written notification to the 911 Board, the 911 Board shall take all steps necessary to cure and rectify same to the reasonable satisfaction of the County. In the event the 911 Board fails or refuses to so cure said discrimination, then the County may terminate this Agreement in accordance with the termination provisions of Article 15 hereof.

27. **Conflict of Interest.** The 911 Board covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its obligations under this Agreement. The 911 Board warrants that no part of any contract amount provided herein, nor any part of operating funds created or expended in the operation of the Facility, shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the 911 Board in connection with any work contemplated or performed relative to this Agreement.

28. **Choice of Law.** The 911 Board is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations in any manner affecting the conduct of the Facility and this Agreement. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, the 911 Board agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the Courts of the State of Tennessee, or in the United States District Court, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of such courts in Shelby County, Tennessee.

29. **Prevailing Party.** Any party shall be entitled to recover from the other party or parties all costs, including reasonable attorney fees and litigation expenses, incurred by such party in successfully enforcing its rights hereunder.

30. **Entire Agreement.** This Agreement contains the entire understanding among the parties with respect to the Facility and there are no other promises or conditions in any other agreements between the parties, whether oral or written, related to the Facility. This Agreement supersedes any prior written or oral agreements between or among all or any of the parties with respect to the Property or the Facility which continues to govern the rights and obligations of the parties with respect to the Facility.

31. **Act of God.** No party shall be liable to any other party or parties for any delay or damage or any failure to act (other than payment of money) as a result of strikes, acts of God or other causes beyond the control of the parties, and delay as a result of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement.

32. **Unenforceability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.

33. **No Waiver.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

34. **Approvals.** In all instances referenced in this Agreement in which an approval of one party is required, such approval shall be neither unreasonably withheld, delayed nor conditioned.

35. **Relationship.** Nothing in this Agreement shall be deemed to create a joint venture or partnership between or among any of the parties.

36. **Recording.** A Memorandum of Lease may be executed and recorded in the proper public office for the recordation of deeds in Shelby County, Tennessee, but this Lease shall not be recorded, and if the 911 Board records this Lease, the County may terminate this Lease.

37. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

COUNTY OF SHELBY, TENNESSEE

Approved as to Form:

Assistant County Attorney

By: A C Wharton, Jr., Mayor

Date: 7/11/04

County Real Estate Manager

THE SHELBY COUNTY 911 EMERGENCY COMMUNICATIONS BOARD

By: Raymond Chiozza

Name: Raymond Chiozza

Title: Director

Date: 6-25-04

Proposed 911 Board Facility Site

PARCEL 1 - PROPERTY DESCRIPTION

BEING A DESCRIPTION OF PART OF THE SHELBY COUNTY PENAL FARM PROPERTY, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING PART OF THE SAME PROPERTY CONVEYED TO SHELBY COUNTY, TENNESSEE, BY DEEDS OF RECORD AS DESCRIBED IN BOOK 1139, PAGE 382; BOOK 1152, PAGE 148; BOOK 1163, PAGE 263; AND BOOK 1171, PAGE 10 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, WHICH PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF MEMPHIS GPS MONUMENT NUMBER 97 (NGS PROJECT ID: GPS1574; PID: AJ2617; DESIGNATION: 97; N 321421.47 E 817176.28); THENCE S74°38'59"E ALONG A LINE BETWEEN SAID CITY MONUMENT 97 AND CITY MONUMENT 96 (NGS PROJECT ID: GPS1574; PID: AJ2616; DESIGNATION: 96; N 318631.29 E 827340.45) A DISTANCE OF 413.45 FEET TO A POINT (N 321312.02 E 817574.98); THENCE S15°21 '01 "W A DISTANCE OF 2189.41 FEET TO A POINT (N 319200.72 E 816995.41), SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°05'27"E ALONG A FENCE LINE A DISTANCE OF 1113.85 FEET TO A POINT (N 319183.04 E 818109.12); THENCE S17°56'40"W A DISTANCE OF 777.06 FEET TO A POINT (N 318443.78 E 817869.71), SAID POINT LIES ON THE PROPOSED NORTH LINE OF SYCAMORE VIEW EXTENDED (80.00 FOOT PROPOSED RIGHT - OF-WAY); THENCE N72°00'55"W ALONG THE PROPOSED NORTH LINE OF SAID SYCAMORE VIEW EXTEND A DISTANCE OF 1064.98 FEET TO A POINT (N 318772.61 E 816856.76); THENCE N17°56'40"E A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 653,400 SQUARE FEET OR 15.000 ACRES.

PART OF TAX PARCEL NO. 089-022-00006

EXHIBIT "A"

Proposed 911 Board Site

PARCEL 1 - PROPERTY SURVEY

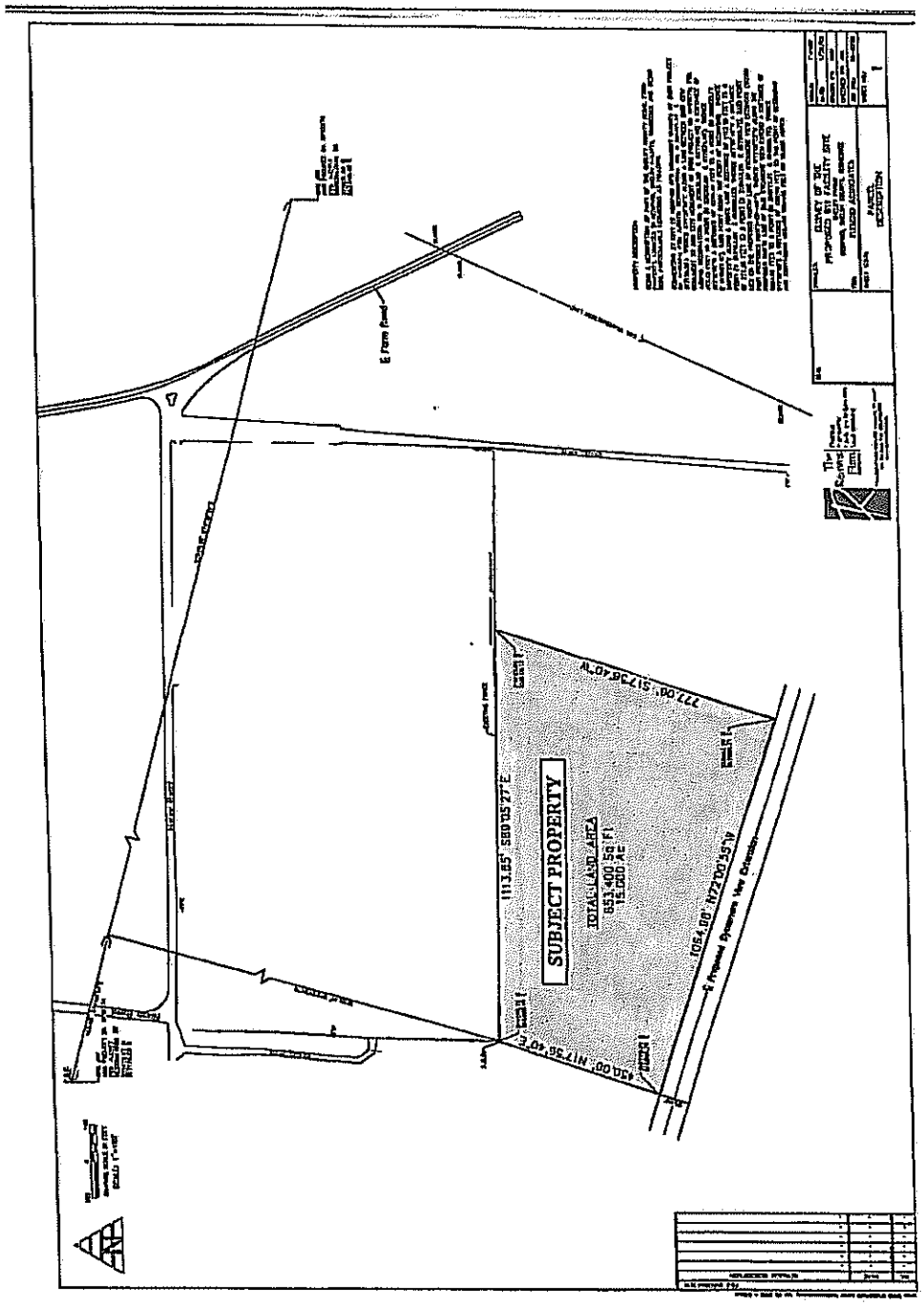

EXHIBIT "B"