



August 7, 2023

City of El Mirage  
Attn: Robert Weddigen  
10000 North El Mirage Road

El Mirage, AZ 85335

Re: Crown Castle BU Number: 846102  
Cell Site Name: 846102  
Site Address: 14010 North El Mirage Road, El Mirage, AZ 85335

Dear Robert Weddigen:

The enclosed documents are being provided to you pursuant to certain deal terms that were discussed and agreed upon with your Crown Castle Acquisition Specialist, Heather Coyer.

MD7 is working directly with Crown Castle to facilitate and handle the closing process for this transaction. Please call me at **(469) 663-6412 ext. 2048** when you receive this package, and I will guide you through the process of signing and notarizing the following:

1. **Landowner's Checklist**
  - Review Crown Castle's, the Pathway to Possible
2. **Second Amendment to Option and Site Lease Agreement** (two originals)
  - Complete the signature blocks with signature, name, title and date
3. **Memorandum of Amendment to Option and Site Lease Agreement** (two originals)
  - Complete the signature blocks with signature, name, title and date **in the presence of a Notary Public**
4. **IRS Form W-9 for the Payee** (one original **per payee**)
  - Complete the enclosed form per the instructions
  - Complete the signature line with signature and date
5. **Please provide one of the following documents evidencing landlord's signing authority for the enclosed transaction documents**
  - By-Laws, Meeting Minutes, and/or Corporate Resolution

A return-addressed, pre-paid **Federal Express** envelope is included for your convenience (to locate the nearest drop-off, call **800.463.3339** or visit [www.fedex.com/dropoff](http://www.fedex.com/dropoff)).

Should you require the services of a mobile **Notary Public**, please contact me directly to arrange for this service.

Once all documents relating to this transaction have been fully executed, Crown Castle will provide you with a complete set of final transaction documents. Please feel free to make your own copies at this time; however, it is important that you return **all** of the original documents enclosed in this package.

Failure to comply with these instructions will result in delays and could require the documents to be re-executed.

If you have any questions regarding the enclosed documents, please feel free to contact me at **(469) 663-6412 ext. 2048** or by email at [APlancarte@md7.com](mailto:APlancarte@md7.com).

If you have specific questions related to the proposed deal terms, please contact your Crown Castle Acquisition Specialist, Heather Coyer at **941-308-3324** or by email at [Heather.Coyer@crowncastle.com](mailto:Heather.Coyer@crowncastle.com).

Sincerely,

**Ashlee Plancarte, MD7**  
**On behalf of Crown Castle**  
(469) 663-6412 ext. 2048  
[APlancarte@md7.com](mailto:APlancarte@md7.com)

Enclosures

# MD7

## **INSTRUCTIONS FOR THE NOTARY**

**Please make sure all of the fields in the Acknowledgement sections are complete:**

- Review the Acknowledgement to make sure it conforms to the requirements of your state. If it does not, attach your separate certificate form for completion
- Add the State/Commonwealth where you performed the notarization
- Add the County where you performed the notarization
- Add the date the signer personally appeared before you and when you completed the notarization
- The signer's printed name in the Acknowledgement must match the signer's signature block exactly as printed or written**
- Sign your name exactly as it appears on your Notary commission
- Affix your seal properly and make sure it is clear and legible
- Print your name exactly as it appears on your Notary commission and Notary seal (regardless if the Notary seal contains this information)



## SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "Second Amendment") is dated and made effective as of the date of the last party to sign ("Effective Date"), by and between CITY OF EL MIRAGE ("Landlord"), with a mailing address of 12145 NW Grand Avenue, El Mirage, Arizona 85335, and NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

WHEREAS, Landlord and AT&T Wireless PCS, Inc., a Delaware corporation ("Original Tenant") entered into an Option and Site Lease Agreement dated November 15, 1995, together with that certain Addendum No. 1 to Option and Site Lease Agreement of even date (collectively, the "Original Agreement"), a memorandum of which was recorded in the official records of Maricopa County, Arizona (the "Official Records") on November 12, 1996 at Instrument No. 96-0797417, whereby Original Tenant leased certain real property, together with access and utility easements, located in Maricopa County, Arizona from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Site Lease Agreement dated October 19, 2011 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, NCWPCS MPL 26 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as ultimate successor in interest to Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on September 19, 1996 and expired on September 30, 2001. The Agreement provided for five (5) additional terms of five (5) years each, all of which were exercised by Tenant. According to the Agreement, the final additional term expires on September 30, 2026; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals: Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Two Thousand and 00/100 Dollars (\$2,000.00) for the full execution of this Second Amendment (and any applicable memorandum of amendment) (the "Conditional Signing Bonus"). Tenant will pay the Conditional Signing Bonus to Landlord within sixty (60) days of the full execution of this Second Amendment (and any applicable memorandum of amendment). In the event that this Second Amendment (and any applicable memorandum of

amendment) is not fully executed by both Tenant and Landlord for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

3. Term. The second sentence of Section 4 of the Original Agreement, and only that sentence, is hereby deleted and the following is inserted in its place:

Tenant may extend this Agreement, on the same terms, eleven (11) successive five (5) year terms (each an "Additional Term"), automatically, unless Tenant gives Landlord written notice during the initial term or any Additional Term stating Tenant will not extend further.

Landlord and Tenant acknowledge and agree that Tenant has exercised five (5) Additional Terms, leaving a balance of six (6) Additional Terms, with the final Additional Term expiring on September 30, 2056.

4. One-Time Rent Increase. On September 1, 2026 the annual rent shall increase to Eighteen Thousand Five Hundred Twenty-Seven and 58/100 Dollars (\$18,527.58) per year. Following such increase, the annual rent shall continue to adjust pursuant to the terms of Section 5 below.

5. Rent Escalations. Commencing on September 1, 2027 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

6. Notices. Tenant's notice address as stated in the Agreement is amended as follows:

If to Tenant: NCWPCS MPL 26 - Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to:  
CCATT LLC  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Eminent Domain. If Landlord receives notice of a proposed taking by eminent domain of any part of the lease area or easements, Landlord will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare the Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the

lease area and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the lease area and easement so taken. With either option Tenant shall have the right to pursue all available remedies at law or equity.

9. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

e) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

10. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

12. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum") in the Official Records at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

*[Execution Pages Follow]*

This Second Amendment is executed by Landlord as of the date written below.

**LANDLORD:**  
CITY OF EL MIRAGE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Tenant Execution Page Follows]*

This Second Amendment is executed by Tenant as of the date written below.

**TENANT:**  
NCWPCS MPL 26 - YEAR SITES TOWER  
HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: *Mandy Hebert*  
Print Name: \_\_\_\_\_  
Print Title: **Mandy Hebert**  
Date: **Mgr Real Estate**  
*04/03/2024*

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WHEREAS, NCWPCS MPL 26 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as ultimate successor in interest to Original Tenant; and

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Dallas, TX 75202-4206

With a copy to:  
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lease area and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the lease area and easement so taken. With either option Tenant shall have the right to pursue all available remedies at law or equity.

9. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

e) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

10. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

12. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum") in the Official Records at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

*[Execution Pages Follow]*

This Second Amendment is executed by Landlord as of the date written below.

**LANDLORD:**  
CITY OF EL MIRAGE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Tenant Execution Page Follows]*

This Second Amendment is executed by Tenant as of the date written below.

**TENANT:**  
NCWPCS MPL 26 - YEAR SITES TOWER  
HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: Mandy Hebert  
Print Name: \_\_\_\_\_  
Print Title: Mandy Hebert  
Date: Mgr Real Estate  
04/03/2024

**WHEN RECORDED RETURN TO:**

NCWPCS MPL 26 - Year Sites Tower Holdings LLC  
c/o CCATT LLC  
8020 Katy Freeway  
Houston, Texas 77024

Prepared by:  
Parker Legal Group, PC  
600 West Broadway, Suite 700  
San Diego, California 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN: 501-33-013-K**

**Prior recorded document(s) in Maricopa County, Arizona:  
November 12, 1996, at #96-0797417**

**MEMORANDUM OF AMENDMENT TO OPTION AND SITE LEASE AGREEMENT**

This Memorandum of Amendment to Option and Site Lease Agreement ("Memorandum") is dated and made effective as of the date of the last party to sign, by and between CITY OF EL MIRAGE ("Landlord"), with a mailing address of 12145 NW Grand Avenue, El Mirage, Arizona 85335, and NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and AT&T Wireless PCS, Inc., a Delaware corporation ("Original Tenant") entered into an Option and Site Lease Agreement dated November 15, 1995, together with that certain Addendum No. 1 to Option and Site Lease Agreement of even date (collectively, the "Original Agreement"), a memorandum of which was recorded in the official records of Maricopa County, Arizona (the "Official Records") on November 12, 1996 at Instrument No. 96-0797417, whereby Original Tenant leased certain real property, together with access and utility easements, located in Maricopa County, Arizona from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described in Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Option and Site Lease Agreement dated October 19, 2011 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. NCWPCS MPL 26 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as ultimate successor in interest to Original Tenant.

4. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Agreement had an initial term that commenced on September 19, 1996 and expired on September 30, 2001. The Agreement provided for five (5) additional terms of five (5) years each (each an "Additional Term"), all of which were exercised by Tenant. According to the Agreement, the final Additional Term expires on September 30, 2026.

6. Landlord and Tenant have entered into a Second Amendment to Option and Site Lease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for an additional six (6) Additional Terms of five (5) years each. Pursuant to the Second Amendment, the final Additional Term expires on September 30, 2056.

7. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Landlord and Tenant.

*[Execution Pages Follow]*

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Landlord has caused this Memorandum to be duly executed on the date first written below.

**LANDLORD:**  
CITY OF EL MIRAGE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF _____	}
	}
COUNTY OF _____	}
On this ____ day of _____, 20__ before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature _____ (notary public)	
(NOTARY SEAL)	

*[Tenant Execution Page Follows]*

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Tenant has caused this Memorandum to be duly executed on the date first written below.

TENANT:  
NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

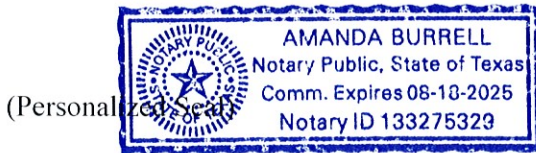
By: Mandy Hebert  
Print Name: Mandy Hebert  
Print Title: Mgr Real Estate  
Date: 04/03/2024

State of Texas

County of Harris

Before me, Amanda Burrell, a Notary Public, on this day personally appeared Mandy Hebert, Mgr Real Estate of CCATT LLC, a Delaware limited liability company, as Attorney in Fact for NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of April, 2024.



Amanda Burrell  
Notary Public's Signature

**EXHIBIT A**  
**Legal Description of the Property**

THE EAST 393 FEET OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF WEST EL MIRAGE, ACCORDING TO BOOK 66 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 285.85 THEREOF.

**WHEN RECORDED RETURN TO:**

NCWPCS MPL 26 - Year Sites Tower Holdings LLC  
c/o CCATT LLC  
8020 Katy Freeway  
Houston, Texas 77024

Prepared by:  
Parker Legal Group, PC  
600 West Broadway, Suite 700  
San Diego, California 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN: 501-33-013-K**

**Prior recorded document(s) in Maricopa County, Arizona:  
November 12, 1996, at #96-0797417**

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IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord has caused this Memorandum to be duly executed on the date first written below.

LANDLORD:  
CITY OF EL MIRAGE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF _____	}
	}
COUNTY OF _____	}
On this ____ day of _____, 20__ before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature _____ (notary public)	
(NOTARY SEAL)	

[Tenant Execution Page Follows]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Tenant has caused this Memorandum to be duly executed on the date first written below.

TENANT:  
NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

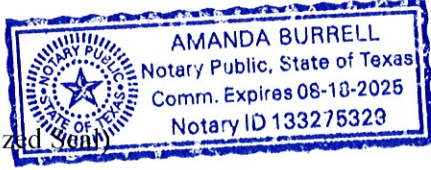
By: Mandy Hebert  
Print Name: Mandy Hebert  
Print Title: Mgr Real Estate  
Date: 04/03/2024

State of Texas

County of Harris

Before me, Amanda Burrell, a Notary Public, on this day personally appeared Mandy Hebert, Mgr. Real Estate of CCATT LLC, a Delaware limited liability company, as Attorney In Fact for NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of April, 2024.



(Personalized Seal)

Amanda Burrell  
Notary Public's Signature

**EXHIBIT A**  
**Legal Description of the Property**

THE EAST 393 FEET OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF WEST EL MIRAGE, ACCORDING TO BOOK 66 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 285.85 THEREOF.