

RESOLUTION NO. 97- 67

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT BETWEEN ST. JOHNS COUNTY AND POWERTEL/JACKSONVILLE, INC.

WHEREAS, St. Johns County (hereinafter "County") is the owner of a parcel of land located at Palm Valley Road (SR 210); and

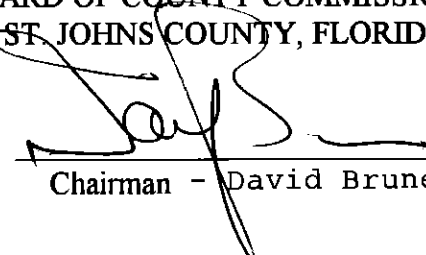
WHEREAS, Powertel/Jacksonville, Inc. has proposed to construct a 250' Telecommunication Tower on the County property which will accommodate both the County's and Powertel/Jacksonville, Inc.'s communication uses.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

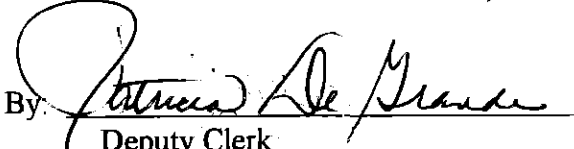
The County Administrator is authorized to execute a License Agreement between the County and Powertel/Jacksonville, Inc., in a form substantially as that attached and incorporated herein by reference as Exhibit A.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 8th day of April, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chairman - David Bruner

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

SITE I.D.: J-FL-055-031(J5)
SITE NAME: Ponte Vedra

LICENSE AGREEMENT

BETWEEN

St. Johns County

AND

Powertel/Jacksonville, Inc.

THIS LICENSE AGREEMENT (hereinafter sometimes referred to as "License" or "Agreement") is made and entered into this 8th day of April, 1997, between **St. Johns County**, with an address of Administrative Center 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "Licensor", and **Powertel/Jacksonville, Inc.**, a Delaware corporation, with an address of 1239 O.G. Skinner Drive, West Point, Georgia 31833, hereinafter referred to as the "Licensee".

W I T N E S S E T H:

WHEREAS, Licensor is the owner of a parcel of land (the "Land") as described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Licensor currently has two (2) 170' towers (hereinafter referred to as "existing towers") located and erected on a portion of the Land identified in Exhibit "A" as tower #1 and tower #2; and

WHEREAS, pursuant to this License Agreement Licensee will construct a new 250' tower (the "Tower") on the Land; and

WHEREAS, such construction and dismantling of either one or both of the two existing towers will be conducted as more fully described herein; and

WHEREAS, Licensee desires to license from Licensor, and Licensor agrees to license to Licensee, an irregularly shaped portion of the Land consisting of approximately 1,792 square feet (the "Equipment Cabinet Space"), together with a portion of the

Tower (the "Tower Space") located at Palm Valley Road (SR 210), Ponte Vedra, in St. Johns County, State of Florida, together with the non-exclusive right for access and utility service thereto (the "Access"). Said Equipment Cabinet Space, Tower Space and Access are shown on Exhibit "B", attached hereto and made a part hereof, and collectively identified as the "Licensed Premises".

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, Licensor and Licensee hereby agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. REPLACEMENT OF EXISTING TOWER(S). Both Licensor and Licensee agree that Licensee will construct a 250' Tower on the Licensed Premises. Both Licensor and Licensee acknowledge and agree the Tower, and associated equipment, shall be located approximately in the Northwest corner of the Land, or as substantially in this location as may be required and as shown in Exhibit "A", to accommodate both Licensor and Licensee's communication uses as specified herein. Licensor does hereby grant Licensee the nonexclusive right for ingress and egress to Licensor's Property and parking area seven (7) days a week, twenty-four (24) hours a day, for the installation of the Tower, all at Licensee's expense. In the event any public utility shall require any utility easements, Licensor agrees to cooperate, in a timely manner, with Licensee in Licensee's efforts to obtain utility services to the Tower, at no cost to Licensor.

A. At no cost to Licensor, Licensee shall dismantle the existing towers. The dismantled towers shall remain the property of the Licensor. Prior to dismantling the towers, Licensor's existing antennas and associated equipment will be relocated at Licensee's expense, to the new Tower from the old existing towers. Licensor shall provide Licensee with an exact description of all antennas, equipment and heights required for the installation of current and future communication needs by Licensor. Licensee shall have the use of the Tower as specified in Paragraph 5 herein.

B. Licensee shall prepare, at its expense, all necessary drawings, which Licensor shall have the right to approve in its reasonable discretion, and Licensee agrees to make and file all required applications to secure the proper zoning and/or site planning of the Tower and the Land as may be required for the use contemplated herein. Licensor shall have been deemed to have approved the drawings if Licensor has not given written notice of its approval or disapproval to Licensee within ten (10) business days of Licensor's receipt of such drawings. Licensee will be responsible for any filing fee expenses that may be associated with

the zoning and/or site plan procedure. In addition, Licensee shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities. Licensor agrees to cooperate, in a timely manner, with Licensee in its efforts to obtain such approvals with the appropriate authorities.

C. It is understood and agreed that Licensee's obligations hereunder, and its license of the Licensed Premises as provided herein, are contingent upon i) the Licensee obtaining all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the Tower; ii) the Licensee obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the construction of the Tower, and iii) upon Licensee not exercising its right of termination pursuant to paragraph 8, herein. It is expressly understood and agreed that Licensor shall obtain all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the modification of Licensor's system, and/or the relocation of Licensor's equipment.

D. Licensor shall permit Licensee free ingress and egress to the Land to conduct surveys, structural strength analysis, radio propagation tests, an inter modulation study to verify the compatibility of Licensor's and Licensee's equipment, and other activities of a similar nature, as Licensee may deem necessary, at the sole cost of Licensee. Licensee agrees to repair any damage caused by its activities and agrees that said activities will be conducted in a manner that will not permanently damage Licensor's Property. In addition, Licensee is hereby granted the right to enter upon the Land for the purposes of a) making subsoil tests in the form of test borings and test pits of reasonable size and in required locations, and; b) satisfying itself that any environmental hazardous material is not present on the Land or in any improvements thereto. Licensor shall provide and make available to Licensee, within ten (10) days of the effective date of this Agreement, copies of any and all past environmental audits, including but not limited to, soil and ground water reports and asbestos material surveys applicable to Licensor's Property. Licensor shall advise Licensee in writing, to the best of the Licensor's knowledge, if the Land or any adjacent property has ever been used in the past for a gasoline station, dry cleaner, photo development, or any other type of business normally using various types of hazardous materials.

E. Licensee, at its sole cost and expense, shall cause the approved Tower and Tower Site work to be done and completed in a good, substantial and workmanlike manner, and in compliance with all legal requirements. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedures,

and for coordinating all activities related to the work. Licensor shall have no duty or obligation to inspect the work, but shall have the absolute right to do so and shall have the right to determine, in its sole reasonable discretion and at its expense, that the construction has been performed in accordance with the approved drawings and has been performed in the manner required by this section.

F. After completion of the Tower:

i) Licensee shall locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. Licensee shall be responsible for the cost of any required maintenance to said antennas and associated equipment. Said maintenance is to be performed by Licensee, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with Licensee's high quality construction standard.

ii) The Licensor shall relocate their respective antennas and communications equipment onto the Tower, pursuant to the terms of this Agreement;

iii) Upon approval of the work and verification by Licensor that the Tower is satisfactorily operational, Licensee shall within a reasonable time thereafter (which shall not exceed 180 days), dismantle the existing towers, at its expense, and locate the dismantled towers at a location designated by Licensor. If for any reason beyond Licensee's control, the existing towers are not ready to be dismantled or removed within this stated time period, then Licensee shall not be obligated pursuant to this Agreement, to remove the existing towers.

iv) After completion, ownership of the Tower shall be transferred to Licensor by a Bill of Sale or other such instrument of conveyance, and title shall remain thereafter with Licensor. Ownership of the Tower shall be transferred to Licensor within thirty (30) days after the completion of the construction, and title shall remain thereafter with Licensor. As consideration for such conveyance, Licensor shall pay Licensee the sum of Ten Dollars (\$10.00) and other good and valuable consideration.

G. Survey. Licensee shall survey the Land and the Licensed Premises, at its sole expense. The survey legal description shall then replace Exhibit "A" and/or Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of any inconsistencies between the survey legal descriptions and Exhibits "A" and/or "B" attached to this Agreement. Upon Licensor's request, Licensee agrees to provide Licensor with a copy of the completed survey.

3. USE OF TOWER BY LICENSOR. A. As agreed upon by the parties, Licensor may relocate its governmental communication antennas and equipment on the Tower. Such antennas and equipment shall be mounted (as substantially shown on Exhibit "C", attached hereto and by reference made a part hereof) as follows, with such equipment and related cables satisfactory to Licensor: i) three (3) whip antennas at the 250 foot elevation; ii) one (1) whip antenna at the 170 foot elevation; iii) one (1) microwave dish at the 180 foot elevation; and iv) one (1) microwave dish at the 140 foot elevation. An exact description of all antennas, equipment and height for the installation for current and future uses anticipated by Licensor shall be provided to Licensee. The initial installation of said antennas and equipment shall be Licensor's responsibility, but at the Licensee's expense in accordance with paragraph 2.A. herein. Licensor shall be responsible for the cost of any required maintenance to said antennas and equipment. Said maintenance is to be performed by Licensor, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with high quality construction standards.

B. Licensor agrees not to directly or indirectly permit, license or rent Tower space to other entities beyond the Tower loading capacity already reserved to Licensor pursuant to this Agreement, without Licensee's prior written approval, which will not be unreasonably withheld. The Tower space reserved to the Licensor is all such space not assigned by this Agreement to the Licensee, subject to the loading capacity of the Tower. Consistent with paragraph 31 herein, Licensor agrees to assure Licensee that Licensor's future additional uses of the Tower will not cause any unreasonable interference to Licensee's communication antennas and communications signals. Licensor agrees to correct identified interference, if any, as expeditiously as possible.

C. In order to protect the integrity of the Tower, Licensor agrees to act as the Tower Administrator to assure that any subsequent installation and/or maintenance performed on the Tower by Licensor or any other approved user of Licensor, (hereinafter referred to as "User") shall be done in a workmanlike manner consistent with high quality construction standards. Licensee agrees to provide Licensor with at least forty-eight (48) hours notice prior to any installation and/or maintenance that will require access to the Tower, unless an emergency shall exist in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower has occurred.

D. It is the intent of both Licensor and Licensee that the designed Tower capacity and Tower loading for the Tower shall be reserved to accommodate the antennas and equipment of the Licensor and the Licensee and other Users authorized in accordance with this Agreement. Licensor agrees to cooperate in good faith to reserve,

protect and carry out such intent. In the event that the Licensor desires to modify, or abandon, its proposed antennas and related equipment as identified to Licensee, Licensor may, with prior notice and an offer of first refusal to Licensee, reduce its reserved Tower loading and Tower capacity accordingly. Any necessary Tower studies that are secured for Licensee's use shall be conducted at Licensee's expense. If Licensee should elect to assume Licensor's excess capacity and/or Tower space, said assumption shall be under such mutually agreeable terms as determined at that time.

E. To the extent permitted by Florida law, Licensor shall indemnify and hold harmless Licensee against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses, resulting from or incurred by Licensee on account of or arising from Licensor's use of the Tower or Licensor's Property, or from any other activity permitted or caused by Licensor in or about the Land.

THE LICENSE.

4. LICENSED PREMISES. Licensor hereby licenses to Licensee, and Licensee hereby accepts such license from Licensor, of an irregularly shaped portion of the Land consisting of approximately 1,792 square feet, as shown on Exhibit "B" (the "Equipment Cabinet Space"), together with a portion of the Tower Facility ("the Tower Space"), together with the non-exclusive right of access over and across a portion of the Land for parking, pedestrian and vehicular access to and from the Equipment Cabinet Space and the Tower Space as may be required to construct, install, operate, maintain and repair Licensee's Facilities, together with the right of access over, under and across said portion of the Land for the purposes of providing and maintaining necessary utilities to Licensee's Facilities.

A. Tower Space. Licensor hereby licenses to Licensee space on the Tower to the extent necessary to enable Licensee to erect, maintain and operate various antennas as part of its telecommunications system and for no other purposes. Licensee may mount (as substantially shown on Exhibit "C" attached hereto) its various antennas as follows: i) two (2) sectors facing south and west at the 220 foot elevation; and (ii) one (1) sector facing north at the 150 foot level of the Tower. The exact location at said elevations on the Tower will be determined by Licensee so as to avoid interference with any of Licensor's equipment, cables, lines, antennas and/or any other property to be located on the Tower, as may be applicable.

Licensor agrees that Licensee may attach necessary

transmission lines, cables, antennas, fixtures, and other associated equipment to the Tower Space to make said antennas operational. Licensee will provide all mounting hardware necessary for its installation.

B) Utilities. Licensor agrees to cooperate with Licensee to obtain utility services within said Access area by signing such licenses (or in Licensor's discretion, easements) as may be required by the providing utility companies. In the event the aforementioned Access area cannot be utilized, Licensor agrees to provide a substitute Access area, at no cost to Licensee, including the grant to the Licensee or to the providing utility, in, over, across, under and through such additional portion of the Land as may be reasonably required by such utility.

Licensee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Licensed Premises and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service.

5. TERM. A. Initial Term. The initial term of this License shall be for a five (5) year term beginning on the date Licensee places its communications equipment in service at the Tower (the "Commencement Date").

B. Extension Terms. Provided that Licensee has not breached any material term of this License during its initial term and this License has not been terminated as provided herein, Licensee shall have the option to extend this License for up to four (4) additional five (5) year terms (each an "Extension Term"). Licensee shall automatically be deemed to have exercised its option as to each Extension Term unless Licensee delivers written notice to Licensor of its desire to conclude this License, not less than ninety (90) days prior to the end of the then existing initial term or Extension Term, as the case may be. During each Extension Term, all terms and conditions of this License shall remain in full force and effect.

C. If at the end of the fourth (4th) Extension Term, or earlier as provided herein, this License has not been terminated by either party, this License shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

6. RENTAL FEES. A. In consideration of Licensee constructing the Tower and the Tower site improvements, paying for the installation of Licensor's equipment, and dismantling either one or both of the existing towers, all at its expense, and transferring ownership of the Tower to the Licensor, Licensee reserves a license

to use portions of the Tower in accordance with this Agreement for which use any annual rental fees shall be abated (hereinafter referred to as the "Abatement Period") until the beginning of the 21st anniversary year of this Agreement, if this Agreement has not been previously terminated, when Licensee shall commence annual payments to the Licensor at the rental amount specified below. For purposes of this section, an anniversary year shall be defined to mean a period of 12 consecutive months from the Commencement Date.

B. If this Agreement has not been terminated by Licensee, commencing with the 21st anniversary of this Agreement, Licensee shall pay to Licensor as rental for the Licensed Premises, an annual rental payment of Twelve Thousand and No/100 Dollars (\$12,000.00), plus applicable sales tax, to be paid annually thereafter, in advance. Licensee shall make such payment to the address set forth herein for notices, or to such other address as Licensor shall from time to time designate by written notice.

7. LICENSEE'S USE AND FACILITIES. During this License, Licensee shall use the Licensed Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, and shall have the right, at its expense, to construct or otherwise erect any improvements related to this purpose that Licensee deems necessary or desirable on all or any part of the Licensed Premises, now or in the future, including but not limited to a shelter or cabinet, either a three sided antenna support structure or a monopole structure suitable for its proposed use and a security fence. Licensee shall have the right to install, construct, repair, maintain, operate or remove its communications facilities, including without limitation its equipment cabinet(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures, excluding the Tower itself ("Licensee's Facilities"). Title to Licensee's Facilities shall be and remain solely in Licensee. All equipment, antenna support structures (not including the Tower) and trade fixtures placed on the Licensed Premises, by Licensee are and shall remain the property of Licensee and shall not be deemed fixtures on the land.

Licensee's Facilities shall be installed, constructed and maintained by Licensee at Licensee's sole cost and expense, in a good and workmanlike manner in accordance with Licensee's specifications. Licensee, at Licensee's sole cost and expense, shall maintain Licensee's Facilities in good order and repair. Licensee shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting the Licensee's Facilities or appurtenances thereto or any part thereof.

At any time during this License, Licensee shall have the right

to terminate this License upon the occurrence of any of the following events: (A) If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction and/or operation of the communications facility as now or hereafter intended by Licensee cannot be obtained in Licensee's discretion, or is revoked; or (B) If Licensee determines, in its discretion, that the Licensed Premises is not appropriate for its intended uses, or upon interference with Licensee's reception or transmission. Upon not less than thirty (30) days prior written notice of termination of this Agreement by Licensee, this License shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except for the express terms pursuant to Paragraph 21 of this License.

8. NOTICES. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Licensors: St. Johns County
Administrative Center
4020 Lewis Speedway
St. Augustine, FL 32095
Attention: County Administrator

With a
Copy to: County Attorney's Office
Administrative Center
4020 Lewis Speedway
St. Augustine, FL 32095

Licensee: Powertel/Jacksonville, Inc.
c/o InterCel, Inc.
1239 O.G. Skinner Drive
West Point, Georgia 31833
Attention: V.P. of Operations

With a
Copy to: Alan L. Gabriel, Esq.
The Law Offices of Alan L. Gabriel
International Building, Penthouse East
2455 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

or at such other address in the United States as Licensor or Licensee may from time to time designate in writing to the other.

Licensors agree to send copies of all notices required or permitted to be given to Licensee to each leasehold mortgagee that notifies Licensors in writing of its interest and the address to which notices are to be sent.

9. ASSIGNMENT. Licensee may assign, mortgage or otherwise encumber this License or sublicense all or any part of the Licensee's Facilities without Licensors' prior written consent. Licensee shall, however, provide after-the-fact notice to Licensors of such assignment or sublicense. Licensee may receive the income from any said sublicense. It is expressly understood and agreed that Licensee shall not mortgage or otherwise encumber Licensors' land or property. Upon any such assignment of this License, Licensee shall remain fully responsible for the payment of rent unless Licensors assents in writing that the assignee is credit worthy and capable of satisfying the remaining rental obligation under the License. Upon such a determination by the Licensors, the Licensors may release the Licensee from the remaining obligations due under the remainder of the License term or extension thereto. Notwithstanding the foregoing, Licensee may assign this License to its general partner, a parent corporation or any of its subsidiaries, or any affiliate. Licensee may, in its discretion, permit the use of any portion of the Licensed Premises by other entities consistent with the use by Licensee of the Licensed Premises.

Any sublicense, license or assignment of this Agreement that is entered into by Licensors or Licensee shall be subject to the provisions of this Agreement, and said sublicensees shall comply with all terms and requirements of this License Agreement. Additionally, Licensee may, upon notice to Licensors, mortgage or grant a security interest in this Agreement and the Licensee's Facilities, and may assign this Agreement and the Licensee's Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Licensors shall execute such consent to said financing as may reasonably be required by Secured Parties. Licensors agree to notify Licensee and Licensee's Secured Parties simultaneously of any default by Licensee and to give Secured Parties the same right to cure any default as Licensee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Licensee may assign this Agreement without the consent of Licensors to an affiliate of Licensee or to an entity which acquires Licensee's communications license. If a termination, disaffirmance or rejection of the Agreement pursuant to any laws (including any bankruptcy or insolvency laws) by Licensee shall occur, or if Licensors shall terminate this Agreement for any reason, Licensors will give to the Secured Parties prompt notice thereof and Licensors will give the Secured Parties the right to enter upon the Land during a thirty (30) day period commencing

upon the Secured Party's receipt of such notice for the purpose of removing Licensee's Facilities, or any portion thereof. Licensor acknowledges that the Secured Parties shall be third-party beneficiaries of this Agreement.

10. LIENS. Licensee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Licensed Premises, or any part thereof, or upon Licensee's rights under this License that arises from the use or occupancy of the Licensed Premises by Licensee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Licensee or by reason of any construction, repairs or demolition by or at the direction of Licensee.

Licensor hereby waives any and all lien rights it may have, statutory or otherwise, in and to Licensee's Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

11. INSURANCE. Licensee agrees to acquire and maintain, at its expense, during the term of this License commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) insuring Licensor and Licensee in the event of personal injury or of damage to property arising out of the use and occupancy of the Licensed Premises and appurtenant areas by Licensee, which insurance shall specifically name Licensor as a "co-insured." A certificate of insurance will be provided to Licensor if requested. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Licensed Premises.

12. INDEMNITY. Licensee agrees to indemnify and hold the Licensor harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Licensee. To the extent and as permitted by Florida law, Licensor agrees to indemnify and hold the Licensee harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Licensor. Nothing in this Paragraph shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. DEFAULT. The following events shall constitute events of default under this License:

A. Licensee's failure to pay any installment of rent, or other sums due under this License, when the same shall be due and payable and the continuance of such failure for a period of twenty

(20) days after the payment due date and actual receipt of written notice thereof from Licensor; or

B. Licensee's or Licensor's failure to perform any of the covenants, conditions and agreements herein contained and to be performed by such party and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt of notice in writing from the party alleging such breach, specifying the precise nature of such failure. Provided, however, where any such default cannot reasonably be cured within said period, the defaulting party shall not be deemed to be in default under this License if such party commences to cure such default within said period and thereafter diligently pursues such cure to completion.

Upon the occurrence of an event of default by Licensee for the nonpayment of rent, at the option of Licensor, Licensor may terminate this License by written notice to the defaulting party, in which event Licensee shall promptly surrender the Licensed Premises, without prejudice to any other rights which such non-defaulting party may have.

C. Licensor's Default. In the event of a breach by Licensor of any of the covenants or provisions hereof and Licensor's failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, Licensee shall have the right of injunction and the right to invoke any remedy allowed at law or in equity.

14. TAXES. Licensee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Licensed Premises. Licensor shall be responsible for payment of all real property taxes; provided, however, Licensee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Licensed Premises. Upon payment of such tax by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within (60) sixty days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

15. LICENSOR'S TITLE. Licensor represents and warrants that, provided Licensee is not in default hereunder, Licensee shall peaceably and quietly hold and enjoy the Licensed Premises during the term of this License, without hindrance or molestation by anyone. Licensor represents and warrants to Licensee that Licensor owns fee simple title to the Land and Licensed Premises free and clear of any liens, encumbrances and restrictions, subject to the recordation of the Consent to Communication Tower executed by

Arvida/JMB Partners, that would impair Licensee's intended use of the Licensed Premises and that Licensor has the power and authority to execute and deliver this License and to carry out and perform all covenants to be performed by Licensor hereunder.

16. SUBORDINATION AND NON-DISTURBANCE. At Licensor's option, this License shall be subordinate to any mortgage or similar instrument (collectively "Mortgage") by Licensor which from time to time may encumber all or part of the Licensed Premises; provided however, the holder of every such Mortgage shall recognize the validity of this License in the event of a foreclosure of Licensor's interest, and Licensee's right to remain in occupancy of the Licensed Premises as long as Licensee is not in default of this License, by executing a non-disturbance agreement in a form reasonably acceptable to the Licensee. Licensee agrees to execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Licensed Premises is currently encumbered by a Mortgage, Licensor, no later than thirty (30) days after the execution of this Agreement shall obtain and furnish to Licensee a non-disturbance instrument in a form acceptable to Licensee.

17. TITLE INSURANCE. Both Licensor and Licensee agree that each party will execute a Memorandum of License. Licensee shall record a Memorandum of License or this License in the public records of the County where the Licensed Premises is located. Licensor agrees that Licensee may obtain title insurance on the Licensed Premises. Licensor, at Licensor's expense, shall cooperate with Licensee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

18. CONDEMNATION. If the Land, or such portion of the Land as will make the Licensed Premises unusable for Licensee's use, in Licensee's reasonable discretion, or if the whole of the Licensed Premises, or such portion thereof as will make the Licensed Premises unusable for the purposes herein Licensed, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this License shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Licensor and Licensee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Licensee's option, Licensee may (i) terminate this License, or (ii) elect to continue this License without reduction or set off with respect to the rent due. Licensee may claim and recover from the condemning authority such award as may be allowed by law, only to the extent that such recovery does not in any way diminish Licensor's rights to recover from such condemning authority.

19. SALE: Should Licensor, at any time during the term of this License, decide to sell all or any part of Land or the Licensed Premises to a purchaser other than Licensee, such sale shall be under and subject to this License and Licensee's rights hereunder. Licensor agrees not to sell, License, use, or permit to be used any other portions of the Land, or property contiguous thereto owned or controlled by the Licensor, for the placement of other communications facilities or for any other purposes if, in Licensee's judgment, such other communication facilities or other uses would interfere with the use of the Licensed Premises by Licensee.

20. TERMINATION. Upon termination of this License, Licensee shall, within a reasonable period of time, remove its personal property and other fixtures and restore the Licensed Premises to its original above ground condition, normal wear and tear excepted, excluding removal of the Tower. This License shall terminate as of the date of the termination of Licensee's licensed interest and Licensee shall pay its pro-rata share of the rent until the effective date of such termination.

21. ATTORNEY FEES AND COSTS. In connection with any enforcement action to enforce the provisions and the rights granted by this License, or should litigation arise out of this License, each party, whether Licensor or Licensee, shall be responsible for its own costs, expenses, and fees for services rendered in connection therewith, including appellate proceedings and postjudgment proceedings.

22. SEVERABILITY. In the event any one or more of the paragraphs or provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this License shall be continued as if such invalid, illegal or unenforceable provisions had never been contained herein; and the parties hereby declare that they would have agreed to the remaining portions or applications of this License if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

23. CAPTIONS AND HEADINGS. Paragraph or section headings used in this License are for convenience of reference only and do not affect any provision of this License.

24. ENTIRE AGREEMENT. This License constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this License by the parties hereto shall be effective unless in writing and signed by the parties hereto.

This License and the performance thereof shall be governed, construed, interpreted and regulated by the laws of the State of Florida. Time is of the essence in this License.

25. SUCCESSORS IN INTEREST. This License shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

26. PARTIES TO BE REASONABLE. Whenever under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. In the event that a party hereunder does not actually receive a written response from the other party hereunder to a request for an approval within fourteen (14) days after the request for the approval is delivered to the other party, the other party shall be conclusively deemed to have approved the request.

Notwithstanding the above, any request for approval that requires action by the Board of County Commissioners of St. Johns County, Florida, shall be provided within thirty (30) days after the request for approval is delivered to the Licensor, at which time Licensee shall be advised, in writing, of the need for such approval by said Board of County Commissioners.

27. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your Licensor health unit.

28. This License shall be executed in duplicate, each of which shall be deemed an original and constitute but one and the same License.

29. FAA AND FCC REQUIREMENTS. Licensee, at Licensee's sole cost and expense, shall provide and construct all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"). After transfer of ownership of the Tower to Licensor in accordance with the provisions of this Agreement, Licensor shall comply, at Licensor's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"). Licensor hereby agrees to and does, to the extent permitted by Florida law, indemnify and hold Licensee harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including without limitation attorneys' fees and court

costs) caused by or resulting from Licensor's failure to comply with such requirements.

30. MAINTENANCE OF TOWER FACILITIES. Licensor, at Licensor's sole cost and expense, shall maintain the Tower facilities in good order and repair. Licensor shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, now in effect or hereafter enacted, affecting the Land, Tower facilities or appurtenances thereto or any part thereof, other than Licensee's Facilities.

31. INTERFERENCE. A. As to Licensee. Licensee agrees to install communications equipment solely of a type and frequency which will not cause significant interference with present Licensor's communications of the type and frequency from or to the existing towers at the time of their installation on the new Tower. Licensee shall operate Licensee's Facilities in a manner that will not cause significant interference to the Licensor. From and after the date of this License, Licensor shall not install equipment in addition to that type and frequency transferred from the previous towers on or about the Tower facilities if such equipment is likely to cause significant interference with Licensee's operations. Licensor shall, within seven (7) days of receipt of written notice from Licensee of such significant interference, which notice shall include the reasonable engineering basis for the belief that such is causing significant interference to Licensee, either resolve the significant interference to Licensee or cease operation of the facilities which are causing such significant interference. Licensee's right to seek specific performance of this provision shall be its sole remedy for any alleged breach of this provision.

B. As to Licensor. Licensor shall operate Licensor's facilities installed in addition to those of the type and frequency transferred from the previously existing towers in a manner that will not cause significant interference to Licensee. From and after the date of this License, Licensee shall not install new equipment on or about the Tower facilities if such equipment is likely to cause significant interference with Licensor's operations. Licensee shall, within seven (7) days of receipt of written notice from Licensor of such significant interference, which notice shall include the reasonable engineering basis for the belief that such is causing significant interference to Licensor, either resolve the significant interference to Licensor or cease operation of the facilities which are causing such significant interference. Licensor's right to seek specific performance of this provision shall be its sole remedy for any alleged breach of this provision.

32. DAMAGE OR DESTRUCTION. A. In the event that, at any time during the term of this License, the Tower should be destroyed or

damaged in whole or in part, Licensor, at its own cost and expense, may cause the same to be repaired, replaced or rebuilt. In the event Licensor has not commenced such repair, replacement or rebuilding within thirty (30) days after the date of such damage or destruction, Licensee may, upon written notice to Licensor, either i) elect to rebuild the Tower as provided for in this paragraph 32, then in that case this Agreement shall re-commence at that point in time as if this Agreement had just been approved by the parties hereto. Licensor agrees that if the Tower should be damaged or substantially destroyed and the Licensor has insurance coverage that will apply upon such an event, the Licensor will utilize those insurance proceeds to rebuild the Tower, if there is a demonstrated need of the Tower by the Licensor. If, however, those proceeds are insufficient to rebuild the damaged Tower, and Licensee should elect to rebuild the Tower, and there is a demonstrated need for the Tower by Licensor and Licensee, the Licensor will contribute those insurance proceeds to Licensee for that purpose, or; ii) terminate this Agreement as of the date set forth in such notice and all rentals and other sums shall be accounted for between Licensor and Licensee as of the date the Tower became unavailable to Licensee. Rent shall abate to the extent that, and for the period that, the Licensed Premises are not usable for the conduct of Licensee's business. For purposes of this paragraph, the annual rental shall be determined to be Twelve Thousand and No/100 Dollars (\$12,000.00) during the first twenty (20) years following the Commencement Date.

B. In the event of any such damage or destruction which renders the Tower or the Licensed Premises non-operable for a period reasonably expected to exceed five (5) days, Licensee shall have, and Licensor hereby grants to Licensee, the right to bring and maintain upon the Land such temporary communications facilities as Licensee shall reasonably determine are necessary to continue to operate Licensee's communications system and provided i) that such temporary facilities do not materially interfere with Licensor's communications operations on the Land, or other public entity operations on the Land, or the repair or replacement of the damaged facilities; ii) that Licensee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; iii) that Licensee shall remove such temporary facilities upon the sooner of (a) the restoration of service by Licensee's Facilities, or (b) termination of this License. Adequate space for the placement of such temporary facilities shall be provided by Licensor to Licensee, if possible.

C. In the event the Tower becomes partially or totally destroyed, or otherwise affected, so as to be rendered useless for the placement of Licensee's Facilities as contemplated under this Agreement, whether by Act of God or any other cause other than an act of Licensor or its agents, or an act of Licensee or its agents,

in violation of this Agreement, neither Licensor nor Licensee shall have the duty to replace or rebuild the Tower. However, in such event, Licensee shall have the right and option to construct, at its sole expense, a telecommunications monopole or similar structure on the Land, to a height at least equal to the height at which Licensee's Facilities were to be placed on the Tower pursuant to this Agreement. If Licensee elects this option, Licensee will obtain all required developmental approvals. Licensor shall reasonably assist Licensee in obtaining such approvals, and shall reasonably cooperate with Licensee in any procedures and applications deemed necessary by Licensee for this purpose. In the event Licensee constructs such monopole or similar structure on the Land, the Abatement Period, if not terminated, will continue and all other terms of this Agreement shall remain in full force and effect.

(i) Should Licensee elect to construct such a replacement structure, Licensee shall provide written notice of its intention to do so to Licensor within ninety (90) days of the date the Tower is rendered useless. The failure to provide such notice shall result in the termination of this Agreement without further obligation by either party, other than as otherwise provided in this Agreement regarding the event of termination.

(ii) In the event that Licensee elects to construct such replacement structure after the Tower is rendered useless, Licensee shall have the right to locate and operate on the Land temporary emergency equipment, including, but not limited to, a portable antenna structure up to the height contemplated by this Agreement for placement of Licensee's Facilities on the Tower, necessary to maintain its telecommunications capability on the Land. If possible, provision shall be made to accommodate Licensor's equipment on Licensee's temporary facility.

33. Subject to the terms and conditions of this License Agreement, Licensor shall be permitted to sublease or sublicense available space, if any, on the Tower and/or the Land. Licensor shall provide prior written notice to Licensee of any new User. Any new User shall provide documentation to Licensor and Licensee of available capacity, non-interference, and tower analysis studies that are to be conducted at such new User's expense.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals this day and year first above written.

Licensors

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, through its
Board of County Commissioners

Irma Pace
Witness

Print Name: Irma Pace

By: Nicholas M. Meiszer
Print Name: NICHOLAS M. MEISZER
Title: COUNTY ADMINISTRATOR

Address: 4020 Lewis Speedway
St. Augustine, FL 32095

Lena To Newsome
Witness
Print Name: Lena To Newsome

Executed on 16 day of APRIL 1997.

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 16th day
of April, 1997, by Nicholas M. Meiszer, as
County Administrator of St. Johns County,
a Governmental Entity, who is personally known to me or who
has produced _____ as identification and who did (did
not) take an oath.

Yvonne Carter
NOTARY PUBLIC
Print Name: Yvonne Carter

My Commission Expires:
February 3, 2000

(Seal)

 Yvonne Carter
MY COMMISSION # CC516022 EXPIRES
February 3, 2000
BONDED THRU TROY PAIN INSURANCE, INC.

Licensee

Signed, sealed and delivered
in the presence of:

Powertel/Jacksonville, Inc.,
a Delaware Corporation

James E. Dunham
Witness
Print Name: JAMES E. DUNHAM

By: Walter R. Pettis
Print Name: WALTER R. PETTIS
Title: EVP/PCS

Brenda R. Garns
Witness
Print Name: BRENDA R. GARNs

Executed on 11th day of APRIL, 1997.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of April, 1997, by Walter R. Pettis, as Exec Vice President of Powertel/Jacksonville, Inc., a Delaware corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Brenda R. Garns
NOTARY PUBLIC
Print Name: BRENDA R. GARNs

My Commission Expires:
2/2/2001

Ponte Vedra Sheriff's Annex
4601shefinal.03
3/31/97



PROPOSED EXHIBIT LIST

EXHIBIT "A" --- DESCRIPTION OF THE LAND

EXHIBIT "B" --- DESCRIPTION OF THE LICENSED PREMISES
(INCLUDES LICENSEE'S EQUIPMENT CABINET
SPACE, TOWER SPACE AND ACCESS)

EXHIBIT "C" --- TOWER SKETCH

EXHIBIT A

PARENT TRACT

OFFICIAL RECORDS BOOK 669, PAGE 1518

A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LIFE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 863.72 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF A-1-A AND ALONG THE WESTERLY RIGHT OF WAY LINE OF THE OLD PALM VALLEY ROAD, COUNTY ROAD NO. 210, AS THE SAME AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY, A DISTANCE OF 1902.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVNG A RADIUS OF 1493.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 658.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 275.00 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 290.00 FEET; THENCE NORTH 17 DEGREES 44 MINUTES 53 SECONDS EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 07 SECONDS EAST, A DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.83 ACRES, MORE OR LESS.

SUBJECT TO:

- 1) MEMORANDUM OF UTILITY SERVICE AGREEMENT DATED MAY 7, 1982 RECORDED IN OFFICIAL RECORDS BOOK 538, PAGE 37 AND WAIVER OF RIGHT OF FIRST REFUSAL DATED MAY 7, 1982 AND RECORDED IN OFFICIAL RECORDS BOOK 538, PAGE 56, BOTH OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
- 2) EASEMENT DATED MARCH 12, 1976, RECORDED IN OFFICIAL RECORDS BOOK 298, PAGE 793, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
- 3) TAXES ACCRUING SUBSEQUENT TO DECEMBER 31, 1984.

EXHIBIT B

LICENSED PREMISES

A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIFE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.72 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF A-1-A AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, COUNTY ROAD NO. 210, AS THE SAME AS NOW ESTABLISHED AS A 66 FOOT RIGHT-OF-WAY, A DISTANCE OF 1902.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1493.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 831.05 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 07 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE OF OLD PALM VALLEY ROAD, 78.97 FEET; THENCE NORTH 17 DEGREES 31 MINUTES 38 SECONDS EAST, 72.09 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 50 SECONDS WEST, 24.65 FEET; THENCE NORTH 72 DEGREES 25 MINUTES 12 SECONDS WEST, 91.05 FEET; THENCE SOUTH 17 DEGREES 34 MINUTES 48 SECONDS WEST, 7.85 FEET; THENCE SOUTH 72 DEGREES 24 MINUTES 45 SECONDS EAST, 5.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 35 MINUTES 15 SECONDS WEST, 15.00 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 45 SECONDS WEST, 5.50 FEET; THENCE SOUTH 17 DEGREES 35 MINUTES 15 SECONDS WEST, 32.20 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 45 SECONDS WEST, 23.01 FEET; THENCE NORTH 12 DEGREES 24 MINUTES 45 SECONDS WEST, 44.99 FEET; THENCE NORTH 17 DEGREES 35 MINUTES 15 SECONDS EAST, 8.24 FEET; THENCE SOUTH 72 DEGREES 24 MINUTES 45 SECONDS EAST, 51.00 FEET TO THE POINT OF BEGINNING.

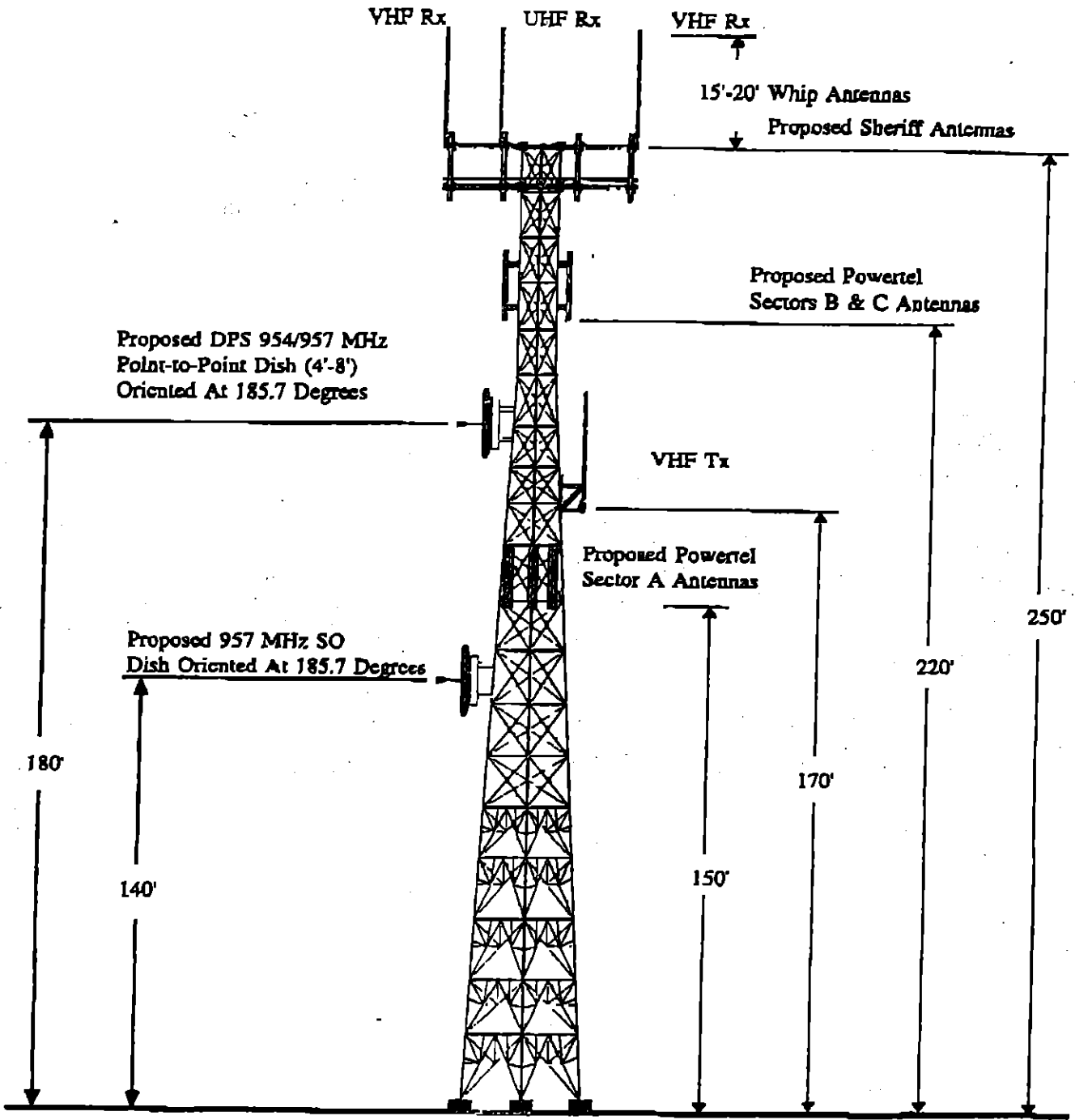
CONTAINING 1791.96 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY SERVICES AREA

A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LIFE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.72 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF A-1-A AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, COUNTY ROAD NO. 210, AS THE SAME AS NOW ESTABLISHED AS A 66 FOOT RIGHT-OF-WAY, A DISTANCE OF 1902.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1493.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 811.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 20.00 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 07 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE OF OLD PALM VALLEY ROAD, 78.97 FEET; THENCE NORTH 17 DEGREES 31 MINUTES 38 SECONDS EAST, 72.09 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 50 SECONDS WEST, 24.65 FEET; THENCE NORTH 72 DEGREES 25 MINUTES 12 SECONDS WEST, 91.05 FEET; THENCE SOUTH 17 DEGREES 34 MINUTES 48 SECONDS WEST, 7.85 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 45 SECONDS WEST, 20.00 FEET; THENCE NORTH 17 DEGREES 34 MINUTES 48 SECONDS EAST, 27.85 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 12 SECONDS EAST, 118.85 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 50 SECONDS EAST, 41.21 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 38 SECONDS WEST, 60.93 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 07 SECONDS EAST, 59.05 FEET TO THE POINT OF BEGINNING.

Powertel Site ID: J-FL-055-031
Ponte Vedra, FL
FAA Study Number: 96-ASO-3976-OE
FAA Clearance to 265' AGL

EXHIBIT "C"



(NOT TO SCALE)

The St. Augustine Record

PLANNING & ZONING DEPARTMENT

MAR 06 1997

ST. JOHNS COUNTY FLORIDA

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared _____

Sandra D. Oliver who on oath says that she is Accounting Clerk of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a Notice of Hearing

in the matter of March 20, 1997 1:30pm

in the _____ Court, was published in said newspaper in the issues of March 1, 1997

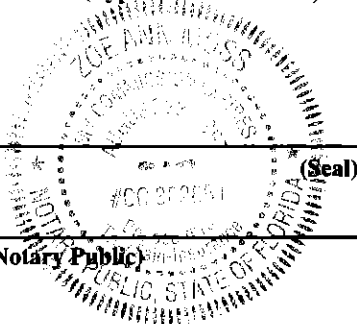
Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 4 day of March, 1997, by Sandra D. Oliver who is personally known to me or who has produced Personally Known as identification. (Type of Identification)

Zoe Ann Moss
(Signature of Notary Public)

Zoe Ann Moss

(Print, Type or Stamp Commissioned Name of Notary Public)



COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON PROPOSED MINOR MODIFICATION

Notice is hereby given that a public hearing will be held on the 20th day of March, 1997 at 1:30 p.m. by the St. Johns County Planning & Zoning Agency and will be held at _____ Planning St. _____

_____ in the County Auditorium, County Administration Building, Lewis Speedway (County road 16-A) and US1 North, St. Augustine, Florida, to consider: Minor Modification to: Caballos del Mar PUD, Ordinance 75-15.

Also known as: Players Club at Sawgrass a Planned Unit Development.

The minor modification is as follows: to allow an increase of the maximum height allowed from 100 feet to 250 feet, to rebuild an existing 170' communication tower on the following described land located in St. Johns County, Florida:

EXHIBIT A
LICENSED PREMISES A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LIFE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 853.72 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF A-1-A AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, COUNTY ROAD NO. 210, AS THE SAME AS NOW ESTABLISHED AS A 66 FOOT RIGHT-OF-WAY, A DISTANCE OF 1902.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1493.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 874.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 631.05 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 07 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE OF OLD PALM VALLEY ROAD, 78.97 FEET; THENCE NORTH 17 DEGREES 31 MINUTES 38 SECONDS EAST, 72.09 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 50 SECONDS WEST, 24.65 FEET; THENCE NORTH

72 DEGREES 25 MINUTES
12 SECONDS WEST, 91.05
FEET; THENCE SOUTH
17 DEGREES 34 MINUTES
48 SECONDS WEST, 7.85
FEET; THENCE SOUTH
72 DEGREES 24 MINUTES
48 SECONDS EAST, 5.50
FEET TO THE POINT OF
BEGINNING; THENCE
SOUTH 17 DEGREES 35
MINUTES 15 SECONDS
WEST, 15.00 FEET;
THENCE NORTH 72 DE-
GREES 24 MINUTES 45
SECONDS WEST, 5.50
FEET; THENCE SOUTH
17 DEGREES 35 MINUTES
15 SECONDS WEST, 32.20
FEET; THENCE NORTH
72 DEGREES 24 MINUTES
45 SECONDS WEST, 23.01
FEET; THENCE NORTH
12 DEGREES 24 MINUTES
45 SECONDS WEST, 44.99
FEET; THENCE NORTH
17 DEGREES 35 MINUTES
15 SECONDS EAST, 8.24
FEET; THENCE SOUTH
72 DEGREES 24 MINUTES
45 SECONDS EAST, 51.00
FEET TO THE POINT OF
BEGINNING.

CONTAINING 1791.96
SQUARE FEET MORE OR
LESS.

**ACCESS AND UTILITY
SERVICES AREA**

A PART OF THE CHRIS-
TINA HILL, GRANT, SEC-
TION 70, TOWNSHIP 4
SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY,
FLORIDA, MORE PAR-
TICULARLY DESCRIBED
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MENCE AT THE INTER-
SECTION OF SOUTHERLY
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AS PLATTED BY WATER
OAK, AS RECORDED IN
MAP BOOK 14, PAGES 51,
52 53 AND 54 OF THE PUB-
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COUNTY, WITH THE
WESTERLY RIGHT-OF-
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ROAD A-1-A, AS NOW ES-
TABLISHED AS A 200
FOOT RIGHT-OF-WAY;
THENCE SOUTH 00 DE-
GREES 40 MINUTES 10
SECONDS WEST ALONG
SAID WESTERLY RIGHT-
OF-WAY LINE, A DIS-
TANCE OF 863.72 FEET
TO AN ANGLE POINT IN
SAID RIGHT-OF-WAY
LINE; THENCE SOUTH 07
DEGREES 09 MINUTES 54
SECONDS WEST ALONG
SAID WESTERLY RIGHT-
OF-WAY LINE OF A-1-A
AND ALONG THE WEST-
ERLY RIGHT-OF-WAY
LINE OF THE OLD PALM
VALLEY ROAD, COUNTY
ROAD NO. 210, AS THE
SAME NOW ESTAB-
LISHED AS A 66 FOOT
RIGHT-OF-WAY, A DIS-
TANCE OF 1902.25 FEET
TO THE POINT OF
CURVE OF A CURVE
CONCAVE WESTERLY,
HAVING A RADIUS OF
1493.46 FEET; THENCE
SOUTHERLY ALONG THE
ARC OF SAID CURVE, A
CHORD BEARING OF
SOUTH 12 DEGREES 27
MINUTES 24 SECONDS
WEST AND A CHORD DIS-
TANCE OF 273.46 FEET
TO THE POINT OF TAN-
GENCY OF SAID CURVE;
THENCE SOUTH 17 DE-
GREES 44 MINUTES 53
SECONDS WEST, CONTIN-
UING ALONG SAID WEST-
ERLY RIGHT-OF-WAY
LINE OF THE OLD PALM
VALLEY ROAD, A DIS-
TANCE OF 811.05 FEET
TO THE POINT OF BE-
GINNING; THENCE CON-
TINUE SOUTH 17 DE-
GREES 44 MINUTES 53
SECONDS WEST ALONG
SAID WESTERLY RIGHT-
OF-WAY LINE OF THE
OLD PALM VALLEY
ROAD, A DISTANCE OF
20.00 FEET; THENCE
NORTH 72 DEGREES 15
MINUTES 07 SECONDS
WEST, DEPARTING

FROM SAID WESTERLY
RIGHT-OF-WAY LINE OF
OLD PALM VALLEY
ROAD, 78.97 FEET;
THENCE NORTH 17 DE-
GREES 31 MINUTES 38
SECONDS EAST, 72.09
FEET; THENCE NORTH
29 DEGREES 47 MINUTES
50 SECONDS WEST, 24.65
FEET; THENCE NORTH
72 DEGREES 25 MINUTES
12 SECONDS WEST, 91.05

FEET; THENCE SOUTH
17 DEGREES 31 MINUTES
48 SECONDS WEST, 7.85
FEET; THENCE NORTH
72 DEGREES 24 MINUTES
45 SECONDS WEST, 20.00
FEET; THENCE NORTH
17 DEGREES 34 MINUTES
48 SECONDS EAST, 27.85
FEET; THENCE SOUTH
72 DEGREES 25 MINUTES
12 SECONDS EAST, 118.85
FEET; THENCE SOUTH
29 DEGREES 47 MINUTES
50 SECONDS EAST, 41.21
FEET; THENCE SOUTH
17 DEGREES 31 MINUTES
38 SECONDS WEST, 60.93
FEET; THENCE SOUTH
72 DEGREES 15 MINUTES
07 SECONDS EAST, 59.05
FEET TO THE POINT OF
BEGINNING.

**General Location/Address of the Prop-
erty:** West side of CR210,
south of its intersection with
SR ATA.

The application is main-
tained in the Planning De-
partment, County Adminis-
tration Building, St. Augus-
tine, Florida, and may be
examined by parties in in-
terest prior to said public
hearing.

Dated this 24th day of
February, 1997.

By Mel Kulzer
Chairman, Planning
& Zoning Agency

It is anticipated that one
or more members of the
Board of County Commis-
sioners of St. Johns County,
Florida may attend and
participate in this meeting.

If a person decides to
appeal any decision made
by the Planning & Zoning
Agency with respect to any
matter considered at the
meeting or hearing, he will
need a record of the pro-
ceedings, and for such pur-
pose he may need to ensure
that a verbatim record of
the proceedings is made,
which record includes the
testimony and evidence
upon which appeal is to be
based.

County documents spe-
cifically related to this mat-
ter are available for public
inspection and reproduction
(at cost) in the office of the
St. Johns County Planning
Department.

Notice to persons need-
ing special accommoda-
tions and to all hearing im-
paired persons: In accord-
ance with the Americans
with Disabilities Act, per-
sons needing a special ac-
commodations or an in-
terpreter to participate in
this proceeding should con-
tact David Halslead, ADA
Coordinator, at (904)
823-2500 or at the County
Administration Building,
4020 Lewis Speedway, St.
Augustine, Florida, 32095,
not later than 5 days prior
to the date of this meeting.

This matter is subject
to court imposed quasi-jud-
icial rules of procedures. In-
terested parties should limit
contact with the County
Commissioners and Plan-
ning & Zoning Agency
members on this topic, ex-
cept with compliance with
Resolution 95-126, to prop-
erly noticed public hearings
or to written communica-
tion care of St. Johns Coun-
ty Planning Department,
P.O. Drawer 349, St. Augus-
tine, Florida, 32085.

L325 March 1, 1997