

RESOLUTION NO. 2010- 20

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, AUTHORIZING THE EXECUTION BY THE COUNTY ADMINISTRATOR, OR DESIGNEE, OF A TERMINATION AGREEMENT BETWEEN ST. JOHNS COUNTY FLORIDA, AND ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON WIRELESS, WHICH WILL TERMINATE A TOWER COMMUNICATIONS SITE AGREEMENT BETWEEN ST. JOHNS COUNTY, AND VERIZON WIRELESS

WHEREAS, St. Johns County, Florida (County), and Verizon Wireless (Verizon), or their predecessors in interest, entered into a Tower Attachment Communications Site Agreement dated, September 20, 1998 (Agreement) (attached hereto, and incorporated herein), as may have been amended from time-to-time, for certain leased premises located at Ponte Vedra Beach, Florida, with a designated site ID: Ponte Vedra/VZW 83216, all as more particularly defined in the Agreement; and

WHEREAS, that real property referenced in the Agreement, is described and/or shown in an attached and incorporated Exhibit; and

WHEREAS, the County and Verizon desire that the contractual obligations, as set forth in the Agreement be terminated, along with all obligations, conditions, and covenants contained therein as of the date of termination; and

WHEREAS, as consideration for the early termination of the Agreement, Verizon agrees to pay the County \$59,983.56, which reflects the amount of Site Rental payments that Verizon would have paid through September 30, 2011; and

WHEREAS, the County has determined that approving the terms and executing the Termination Agreement (attached hereto, and incorporated herein), are in the long-term interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, and authorizes the County Administrator, or designee, to execute a Termination Agreement between St. Johns County, Florida, and Alltel Communications LLC D/B/A Verizon

Wireless, which terminates a Tower Attachment Communications Site Agreement, dated September 20, 1998 between St. Johns County, Florida, Alltel Communications, LLC D/B/A Verizon Wireless.

Section 5. The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other necessary documents associated with the Termination Agreement.

Section 6. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept, of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of January, 2010.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

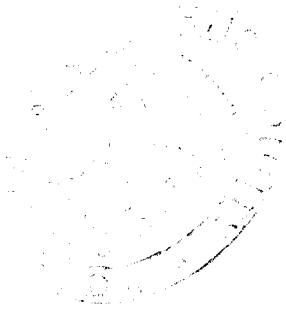
Attest: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

By:

Ron Sanchez
Ron Sanchez, Chair

RENDITION DATE 1/20/10



Upon Recording, Return to:

Pennington Law Firm, L.L.P.
Post Office Box 2844
Columbia, South Carolina 29202

STATE OF FLORIDA

COUNTY OF ST. JOHNS

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 200__ by and between **ST. JOHNS COUNTY, THOROUGH ITS BOARD OF COUNTY COMMISSIONERS** ("Lessor") and **ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON WIRELESS** ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee, or their predecessors in interest, entered into that certain Tower Attachment Communications Site Agreement dated September 20, 1998 (the "Lease"), as may have been amended from to time, for certain leased premises located at Ponte Vedra Beach, with Lessee Site ID: Ponte Vedra/VZW 83216, all as more particularly defined in the Lease;

WHEREAS, that real property subject of the Lease is described and/or shown in **Exhibit A** attached hereto and incorporated herein;

WHEREAS, Lessor and Lessee desire that the contractual relations as set forth in the Lease be terminated along with all obligations, conditions, and covenants contained therein as of the Termination Date (as defined below); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Agreement, all defined terms herein used shall have the same meaning as set forth in the Lease.

2. As of January 31, 2009 (the "Termination Date"), Lessor and Lessee hereby agree that the Lease shall be mutually terminated. To the extent that Lessee recorded a Memorandum of Lease or some other form of record to give notice of the Lease, the recording of this Termination Agreement shall act to discharge the applicable recorded document.
3. In exchange for early termination, Lessee shall remove its equipment and surrender possession of the Premises to Lessor in broom clean condition, reasonable wear and tear and casualty excepted, on or before the Termination Date.
4. Within thirty (30) days of the full execution of this Agreement by both parties, Lessee shall pay to Lessor a termination fee in the amount of **Fifty Nine Thousand Nine Hundred Eighty Three and Fifty Six/100ths (\$59,983.56) Dollars (the "Termination Fee")**. This Termination Fee reflects rental payments until September 30, 2011. The Termination Fee shall be accepted by Lessor as satisfaction of Lessee's remaining rental and other monetary obligations under the Lease.
5. As of the Termination Date, Lessor and Lessee shall be relieved of any further obligation owed to the other party under the Lease. In the event of a discrepancy between this Agreement and the Lease, the terms of this Agreement shall control.
6. To the extent permitted by law, Lessee shall indemnify, defend, and hold Lessor (including Lessor's officials, employees, agents, and authorized representatives) harmless from, and against, all claims (of whatever type and amount) and reasonable costs, expenses, and fee (including attorneys' fees) associated with the removal of equipment on Lessor's property.
7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all counterparts shall constitute one and the same instrument.
8. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this **Agreement**, shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as amended, and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
9. **Both Lessor and Lessee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both Lessor and Lessee acknowledge that any change, amendment, modification, revision, or extension of this Agreement, shall be in writing, and shall be executed by duly authorized representatives of both the Lessor and Lessee.**
10. **This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action under this Agreement shall be in St. Johns County, Florida.**

11. If any word, phrase, sentence, part subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

(THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Termination Agreement on the dates set forth below.

**ATTEST: Cheryl Strickland,
Clerk**

Deputy Clerk

LESSOR:

ST. JOHNS COUNTY

By: _____

Name: _____

Title: _____

Dated: _____

Legally Sufficient:

Deputy County Attorney

WITNESSES:

Name Printed

Name Printed

LESSEE:

**ALLTEL COMMUNICATIONS, LLC D/B/A
VERIZON WIRELESS**

By: _____

Name: Michael Haberman

Title: Executive Director - Network

Dated: _____

PONTE VEDRA/100042901
VZW NG. NO. 83216
GCP/NOVEMBER 30, 2009

EXHIBIT A
DESCRIPTION/SURVEY OF PROPERTY

Land Survey Would be Attached

Darren

PENNINGTON LAW FIRM, L.L.P.
ATTORNEYS & COUNSELORS AT LAW

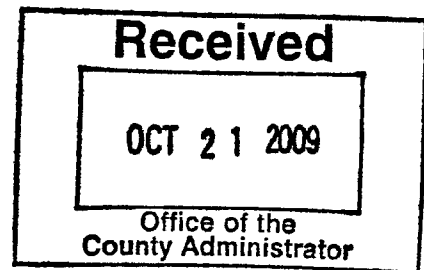
GARY C. PENNINGTON, ESQUIRE*
GARYPENNINGTON@PENNLAWFIRM.COM
*ALSO LICENSED IN GEORGIA

1501 MAIN STREET, SUITE 600 (29201)
POST OFFICE Box 2844
COLUMBIA, SOUTH CAROLINA 29202
TELEPHONE 803-929-1070
TELECOPIER 803-929-1075
WWW.PENNLAWFIRM.COM

October 16, 2009

VIA OVERNIGHT EXPRESS
FED EX TRACKING NO.: 7970 3061 4946

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



RE: TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT
BETWEEN ST. JOHN'S COUNTY AND ALLTEL COMMUNICATIONS,
INC. (the "Agreement")

ALLTEL SITE NAME: Ponte Vedra
ALLTEL ATLAS NO. 100042901

VZW NG NO.: 83216

(PC LAW No.:1250-024)

Dear County Administrator:

I hope this letter finds you well. Please be advised that this Firm represents Verizon Wireless. Verizon Wireless completed its purchase of Alltel Corporation on January 9, 2009. As a result of this acquisition, Verizon Wireless has determined that certain overlapping communication sites have become unnecessary for its network operations. In order to optimize network performance and maintain economic efficiency, Verizon Wireless is in the process of terminating sites that are no longer necessary for the network.

St. Johns County Administrative Center
October 16, 2009
Page 2 of 2

Please be advised that it is the intention of Verizon Wireless to terminate the abovementioned Agreement. A copy of the Agreement is attached for your reference. Verizon Wireless has determined that it will have this site decommissioned on or around October 1, 2009. The present term of the Agreement is set to expire on September 19, 2013. Rather than waiting until the end of the current term, Verizon Wireless would like to terminate the Agreement as of October 31, 2009 (the "Termination Date"). In exchange for your agreement to terminate the Agreement early, Verizon Wireless is willing to negotiate with you a one-time final lump sum payment.

In an effort to ensure that this process operates as smoothly as possible, a member of our Firm will be contacting you to discuss the terms and conditions of the termination of the Agreement.

We hope to contact you as quickly as possible, but if you have any questions or comments prior to hearing from us, or need additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, LLP

Gary C. Pennington

Enclosure

TOWER ATTACHMENT
COMMUNICATIONS SITE AGREEMENT

THIS TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT ("Agreement" or "Lease") is entered into this 25th day of ~~September~~ ^{August}, 1998, by and between St. Johns County through its Board of County Commissioners ("Owner") and ALLTEL Communications, Inc., ("Lessee").

1. Grant. Subject to the following terms and conditions, Owner hereby grants Lessee the nonexclusive right to install, maintain, operate and remove wireless communications equipment and appurtenances on Owner's tower (the "Tower") located on the property described in Exhibit "A" (the "Premises"), and leases to Lessee a portion of the Premises (the "Building Site") for construction and occupancy of an equipment shelter or building to house Lessee's equipment on the Premises as more particularly described in Exhibit "A". Lessee may use only levels 164' to 174' of the Tower and its horizontally contiguous air space as depicted on attached Exhibit "D" for its antennas and receivers. Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion subject to the provisions of paragraph 8. Owner also grants to Lessee a non-exclusive easement during the term of this Lease for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Lessee may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit "C" (the "Equipment"), or as Owner may otherwise approve, such approval not to be unreasonably withheld, conditioned or denied. Any personal property owned by Lessee, whether or not fixed or attached to the Building Site or Tower, shall remain the property of Lessee prior to termination of this Agreement without regard to whether it appears on Exhibit "C". Lessee has the right to remove all of its equipment at its sole expense on or before the expiration or earlier termination of the Agreement, provided the Lessee repairs any damage to the Premises caused by such removal.

2. Use. Lessee shall use the Equipment and the Building Site for the purpose of constructing, installing, maintaining, improving and operating, at Lessee's expense, a communications facility, including antennae, buildings and incidental uses. Lessee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Lessee in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Lessee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Tower or the Premises. In the event a lien is filed against the Tower or Premises due to Lessee's failure to pay costs and expenses, Lessee shall within thirty (30) days of receipt of notice of said lien cause the lien to be removed.

3. Term. The term of this Agreement shall be five (5) years, commencing September 20, 1998 (the "Commencement Date") and terminating at midnight on September 19, 2003 ("Initial Term").

4. Renewal Term(s). Lessee shall have the right to extend this Agreement for four (4) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Lessee notifies Owner of Lessee's intention not to renew the Agreement at least thirty (30) days prior to expiration of the then current term.

5. Rent.

4 Add 5 years

(a) Initial Term. Beginning on the Commencement Date, Lessee shall pay to ~~Owner~~ ^{Beck} the sum of Two Thousand One Hundred Fifty-nine and 82/100 (\$2,159.82) ("Rent"). Rent payments shall be made monthly in advance to the Owner's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based on the number of days in that month. ^{JK}

(b) Renewal Term. In the event that Lessee elects to renew this Lease as provided in paragraph 4, Rent shall increase by an amount equal to fifteen percent (15%) over the Rent to be paid by Lessee during the immediately preceding Term or Renewal Term. Lessee shall pay Owner Rent during each Renewal Term ("RT") according to the following schedule plus applicable sales tax:

First RT	\$ 2,483.80 per month	Third RT	\$ 3,284.82 per month
Second RT	\$ 2,856.36 per month	Fourth RT	\$ 3,777.54 per month

^{Beck}
JK

6. Tower Maintenance. Owner represents and warrants that its operation of the Tower, exclusive of Lessee's Equipment, and exclusive of other Tower tenants, but including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its tower lighting system and Tower in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Lessee's antennae and Equipment, and except for damage to the Tower caused by Lessee, or Lessee's tenants, employees, contractors or subcontractors. Should Owner fail to timely make repairs required by this Agreement, Lessee may, at Lessee's option, make such repairs and Owner shall promptly reimburse Lessee for its costs and expenses incurred in such repair.

In the event Owner fails to maintain the tower lighting systems or Tower as provided herein, Lessee shall have the right to withhold Rent payments to Owner if Owner fails to make said repairs or to provide maintenance after Lessee has given Owner fifteen (15) days notice of the need to provide maintenance and repairs. Lessee shall have the right to apply such Rent withheld hereunder to make the necessary repairs and provide the necessary maintenance and Lessee shall not thereafter be responsible to Owner for the Rent withheld and used for such maintenance and repairs. Lessee's activities and operations and Lessee's Equipment shall not unreasonably interfere with Owner's maintenance and repair of the Tower and its lighting system and Owner's maintenance and repair of the tower and its lighting system shall not unreasonably interfere with Lessee's signal.

7. Conditions Precedent. Lessee's obligations to perform under this Agreement shall be subject to and conditioned upon:

(a) Lessee's securing appropriate approvals for Lessee's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administration, and any other federal, state or local regulatory agency having jurisdiction over Lessee's proposed use of the Equipment;

(b) Lessee's obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Lessee's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises or Lessee's ability to obtain financing, provided Lessee shall order such a policy within five (5) business days of the date of this Agreement. If such commitment or report is not ordered in that period or is not obtained within thirty (30) days of the date of this Agreement, this item shall not act as a condition precedent to this contract;

(c) Lessee's obtaining, at its option, a survey, soil borings and analysis tests which must show no defects which, in the reasonable opinion of Lessee, may adversely affect Lessee's use of the Premises, provided Lessee shall order such tests within five (5) business days of the date of this Agreement. If such survey, borings and tests are not ordered in that period or are not obtained within thirty (30) days of the date of this Agreement, this item shall not act as a condition precedent to this contract;

(d) Lessee's approval of the condition of the Premises, which may be subject to, at Lessee's option, an environmental audit of the Premises performed by an environmental consulting firm of Lessee's choice;

(e) Lessee's determination that the Tower is structurally appropriate for Lessee's needs.

In the event of a failure of any of the above referenced conditions precedent within sixty (60) days of the date of this Agreement, Lessee may terminate this Agreement through written notice to Owner. If Lessee fails to provide such notice within sixty (60) days of the date of this Agreement, each of the above conditions precedent shall be deemed satisfied and no Rent shall be abated. In the event of a failure of a condition precedent set forth above, Owner shall refund any fees previously paid to Owner by Lessee under this Agreement upon termination.

8. Interference. Lessee agrees to install Equipment only of types, power and generating frequencies which will not cause interference to transmissions or signals from or to Owner and other current users of the Tower and Lessee will not modify such Equipment, power or frequencies in a manner that will cause unreasonable interference to now current and later current users of the Tower. Additionally, Lessee will not substantially modify the power, frequencies or location of its Equipment without the prior consent of the Owner, which consent shall not be unreasonably withheld. Lessee confirms that the equipment, power and generating frequencies of the current users of the Tower, and the currently proposed equipment, power, frequencies and locations on the Tower to be used by Powertel, Nextel and the Owner will not cause interference to transmission or signals to or from Lessee's Tower Equipment. At Owner's request, Lessee shall provide a detailed interference analysis showing potential conflicts between Lessee's power and frequencies and those of the Owner or other users of the Tower. In the event Lessee's Equipment causes interference in violation of this Agreement, Lessee will take all steps

necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Lessee ("Notice Date"), Lessee shall temporarily disconnect the electric power and shut down the offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Lessee agrees to promptly remove the Equipment causing such interference from the Tower and the Premises at Owner's request. After the Equipment has been installed, Owner shall place similar covenants upon frequency interference on others thereafter newly contracting with Owner to use Owner's Tower ("Third Parties") pertaining to new equipment installed by such Third Parties on the Tower after Lessee's installation of the Equipment. In the event any Third Parties' interference to Lessee's Equipment cannot be eliminated or rectified to Lessee's reasonable satisfaction within 48 hours after receipt of written notice from Lessee to Owner ("Notice Date"), Owner shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Owner shall at the request of Lessee require the Third Party causing the interference to promptly remove the equipment causing such interference from the Tower and the Premises. In the event the Third Party fails to remove such equipment from the Tower and the Premises within 45 days from Lessee's request to Owner, or to otherwise rectify the offending interference, Lessee shall have the option for a period of 30 days to terminate this Lease by providing notice of such termination to Owner.

9. Utilities and Access.

(a) Owner represents that utilities adequate for Lessee's intended use of the Premises are presently available. Further, from time to time, Lessee shall have the right to install utilities, to be separately metered at Lessee's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Lessee shall have the right to permanently place utilities on, or to bring utilities across or under, the Building Site and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Lessee's request, execute a separate written easement or license in a form which may be filed of record evidencing this right. Lessee shall be responsible for all utility connection charges and all utility use charges, for electricity or any other utility used by Lessee.

(b) Lessee, its employees, agents, subcontractors, lenders and other reasonably necessary invitees shall have reasonable vehicular and pedestrian access to the Tower, the Building Site and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Lessee may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. Owner agrees to maintain the current access so that no undue interference is caused to Lessee by other tenants, licensees, invitees or agents of the Owner.

10. Termination. Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Lessee if the Premises or Tower are damaged by casualty so as to hinder, in Lessee's reasonable judgement, for more than 30 continuous days the effective use of the Equipment; or

(c) After six months prior written notice to the Lessor, if cancellation is necessitated (1) by changes to prevalent telecommunications technology which make use of the subject tower site substantially useless to the Lessee, or (2) by changes in applicable federal, state, or local laws, regulations, or rules which make use of the tower site substantially useless to the Lessee.

11. Abatement of Rent. If for any reason due to the fault of the Owner or third party users of the Tower or due to natural causes without fault of the Lessee, rent shall be abated for that portion of the tower hereby granted for use by Lessee beginning 48 hours after such denial of use begins running until such denial of use ends. The amount of such rent abatement shall be measured in 24 hour units, rounded to the lowest whole number of units.

12. Tower Analysis.

(a) Lessee shall be solely responsible to ensure that Lessee's installation of the Equipment shall not significantly effect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Lessee, promptly upon Lessee's request, with true and accurate copies of any tower analyses performed on the Tower within the two years preceding the request and Lessee's attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Lessee's needs, Lessee may at its expense obtain a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be effected, Owner may require Lessee to obtain a new analysis at Lessee's expense. Owner agrees to cooperate with Lessee in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Lessee or required by Owner, Lessee shall be responsible for coordinating that new analysis by a licenses structural engineer or other party acceptable to Owner, and Lessee shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Lessee. If Lessee requests, Owner shall obtain, within 30 days of Lessee's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Lessee not terminate this Agreement under Section 6 Tower Maintenance above, Owner or with Owners consent the Lessee shall reinforce or otherwise make the Tower structurally sound for Lessee's use in accordance with the lowest responsible bid. Lessee shall promptly pay or reimburse Owner the costs and expenses of such work.

(b) Owner shall notify Lessee in writing prior to attaching, or permitting any other person or entity to attach, any additional antennas, microwave dishes, or other similar equipment ("Additional Antennas") to the Tower. Should Additional Antennas be attached to the Tower, and Lessee reasonably believes that such attachment endangers the structural integrity of the Tower, upon Lessee's written request, Owner shall furnish, at Lessee's expense, a tower analysis performed on the Tower by a licensed structural engineer, or other party acceptable to Lessee, indicating that attachment of the Additional Antennas to the tower does not impair the structural integrity of the Tower and will not materially diminish the Tower's function or useful life. All such tower analyses shall be in compliance with current industry standards.

13. Taxes. Lessee shall pay any personal assessments or property taxes assessed on, or any portion of such assessments or taxes attributable to, Lessee's Equipment. Owner shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Property and Owner agrees to furnish proof of such increase to Lessee.

14. Liability Insurance. During the Initial Term and all Renewal Terms of this Agreement, Owner and Lessee shall each maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Owner and Lessee's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.

15. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making on the Premises or the Tower, Lessee may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Lessee shall share in the condemnation proceeds as determined by agreement of the parties, or in the absence of such agreement, by the Court in which the condemnation proceedings are held.

16. Environmental Matters.

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement. Lessee and Owner both covenant not to cause Hazardous Materials to be brought on the Premises or Easement, with the exception of cleaning solutions, solvents, or other substances typically used in the normal course of Owner or Lessee's business. The Owner will also not permit any third party to use, generate, move, or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Any Hazardous Materials shall be properly contained and disposed of in a legal manner off site. As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar

substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

(b) Lessee shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Lessee shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Lessee shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements causes, directly or indirectly, by the activities of the Lessee or Lessee's agents, employees or contractors.

17. Hold Harmless.

(a) By Owner. To the extent allowed by Florida law, the Owner agrees to defend, indemnify and hold Lessee and its officers, agents and employees harmless from and against any and all costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, excluding attorneys fees, which in any manner arise out of any intentional misconduct by Owner pertaining to this Agreement or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises caused by the Owner. The Owner will also be liable for its negligence as provided by Florida Law.

(b) By Lessee. Lessee agrees to defend, indemnify and hold Owner and its Tower users, their officers, agents and employees harmless from and against any and all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgments, and charges of every kind and nature whatsoever, excluding attorneys fees, which may in any manner arise out of or relate to Lessee's use of the Equipment, Easement or Premises or the performance or non-performance of this Agreement by Lessee, Lessee's subcontractors, employees, agents, or assigns, including without limitation, those that may arise out of the use or furnishing or materials, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Lessee, its subcontractors, agents, servants, employees, or any or all of them.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner, to:

St. Johns County Administrative Center
4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: County Administrator

Consumer's Certification of Exemption -- 65-06-012004-53C
Federal Tax I.D - 59-6000825.

If to Lessee, to:

ALLTEL Communications, Inc.
One Allied Drive
Building IV, 5th Floor S
Little Rock, AR 72201

19. Title. Owner warrants it has the full right, power and authority to execute this Agreement and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

20. Assignment. Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Owner; provided, however, that to the extent allowed by Florida law, Lessee may assign its interest in its parent company, any subsidiary, affiliate of it or its parent company or to any successor in interest or entity acquiring 51% or more of its stock or assets subject to any financing entities interest, if any, in this Agreement. Owner may assign this Agreement upon written notice to Lessee subject to the assignee assuming all the Owner's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, but to the extent allowed by Florida law, Lessee may assign mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, (ii) has obligations evidenced by bonds, notes or similar interests or (iii) has obligations under or with respect to letters of credit, bankers, acceptances and similar facilities or in respect of guaranty's thereof.

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state and local laws, codes and regulations. Lessee is solely responsible for the licensing, operation and maintenance of Lessee's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation

Administration in that regard. Lessee's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others. Lessee shall defend, indemnify and hold harmless Owner from any such damage.

23. Holding Over. In the event Lessee remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Lessee shall, unless objected to by Owner, occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

24. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

25. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding of Owner and Lessee, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Lessee.

(b) If either Owner or Lessee is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and to the extent allowed by Florida Law shall hold the other party harmless from any such claims arising from execution of this Agreement.

(c) Lessee may record this Agreement or a Memorandum of Agreement executed by all parties.

(d) This Agreement shall be construed in accordance with the laws of the State of Florida.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

26. Improvements to Facilities. Notwithstanding any other provision of this agreement the Lessee shall be responsible for the cost and implementation of all site or tower changes or improvements necessary for its use of the tower site. Such changes shall be substantially in accordance with Exhibit "D" attached hereto and incorporated herein by reference. The Lessee agrees to independently cooperate and coordinate tower site installation with other Lessees installing their facilities during the same period, and the County will be given

the opportunity to require that a two (2) inch diameter conduit be installed at the County's cost to serve future Lessees.

27. Lien Waiver.

(a) Owner waives any lien rights it may have concerning Lessee's equipment which are deemed Lessee's personal property and not fixtures and Lessee has the right to remove same at any time without Owner's consent.

(b) Owner acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's equipment ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities.) In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at anytime without recourse to legal proceedings.

28. Subordination. Notwithstanding any other provision of this Agreement, its terms shall be subject and subordinate to the terms of the Lessor's original or properly amended bid documents for the subject Premises and the Lessor's prior agreement with Powertel, Inc., copies of which are attached hereto and incorporated herein by reference as Exhibit "E".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Owner and Lessee have executed this Tower Attachment Communications Site Agreement effective as of the day and year first above written.

OWNER:

ST. JOHNS COUNTY, FL.
through its Board of County Commissioners

Attest: Cheryl Strickland, Clerk

By: Yvonne Carter
By: Yvonne Carter
Deputy Clerk

Name: Ben W. Adams, Jr.
Title: COUNTY ADMINISTRATOR
Date: 10/5/98

LESSEE:

ALLTEL COMMUNICATIONS, INC.,
a Delaware corporation

Witnesses:

Sheila L. Fair
Date: 9/14/98

By: Jim Kimzey
Title: Sr. Vice President / Network Services

Sherry Spann
Date: 9/14/98

Date: 9/14/98

ACKNOWLEDGEMENTS

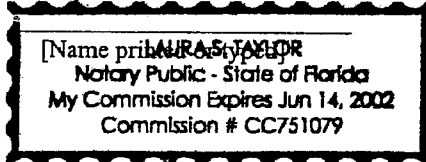
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5th of October September, 1998, by Ben W. Adams Jr. as County Administrator of its Board of County Commissioners, on behalf of St. Johns County. He she is personally known to me or has produced _____ as identification.

Laura S. Taylor
Notary Public

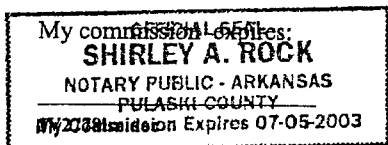
My commission expires: _____



STATE OF ARKANSAS)
COUNTY OF PULASKI)

I, Shirley Rock, a Notary Public of Pulaski County, State of Arkansas, certify that Jim Kimzey personally came before me this day and acknowledged that he is Sr. Vice President of Network Services of ALLTEL Communications, Inc., a Delaware corporation, and that, by authority duly given and as the action of the corporation, the foregoing instrument was signed in its name by by such officer thereof.

WITNESS my hand and official seal, this 14th day of September, 1998.



Shirley A. Rock
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The property referred to as Premises is described as follows:

PARENT TRACT

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 LINE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGE 51, 52, 53 AND 54 OF 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 A1A 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 OR 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 8.79 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 FET; THENCE SOUTH 72 DEGREES 24 MINUTES 45 SECONDS EAST, 51.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1791 SQUARE FEET MORE OR LESS.

Exhibit "A" Continued

The property referred to as Building Site is described as follows:

10'x12' LEASE PARCEL

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 LINE 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°40'10" 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°09'54" 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°27'24" WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°44'53" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 831.05 FEET; THENCE NORTH 72°15'07" WEST, DEPARTING FROM SAID WESTERLY RIGHT OF-WAY LINE OF OLD PALM VALLEY ROAD, A DISTANCE OF 78.97 FEET; THENCE NORTH 17°31'38" EAST, A DISTANCE OF 72.09 FEET; THENCE NORTH 29°47'50" WEST, A DISTANCE OF 24.65 FEET; THENCE NORTH 72°25'12" WEST, A DISTANCE OF 91.05 FEET; THENCE SOUTH 17°34'48" WEST, A DISTANCE OF 8.79 FEET; THENCE NORTH 72°24'45" WEST, A DISTANCE OF 45.50 FEET; THENCE SOUTH 17°35'15" WEST, A DISTANCE OF 8.24 FEET; THENCE SOUTH 12°24'45" EAST, A DISTANCE OF 26.00 FEET; THENCE NORTH 77°35'15" EAST, A DISTANCE OF 2.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°41'24" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 42°18'36" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°41'24" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 42°18'36" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.003 ACRES OR 120 SQUARE FEET MORE OR LESS.

EXHIBIT "B"

DESCRIPTION OF EASEMENT

20' INGRESS/EGRESS EASEMENT

A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 04 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE 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 No. A1A, AS NOW ESTABLISHED AS (A 200 FOOT RIGHT OF-WAY);THENCE SOUTH 00°40'10" WEST, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 863.72 FEET; THENCE SOUTH 07°09'54" WEST,ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD No. A1A AND THE WESTERLY RIGHT OF WAY LINE OF THE OLD PALM VALLEY ROAD,(COUNTY ROAD NO. 210 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°27'24" WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°44'53" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 811.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17°44'53" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 72°15'07" WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE, 78.97 FEET; THENCE NORTH 17°31'38" EAST, A DISTANCE OF 72.09 FEET; THENCE NORTH 29°47'50" WEST, A DISTANCE OF 24.65 FEET; THENCE NORTH 72°25'12" WEST, A DISTANCE OF 91.05 FEET; THENCE SOUTH 17°34'48" WEST, A DISTANCE OF 8.79 FEET; THENCE NORTH 72°24'45" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 17°34'48" EAST, A DISTANCE OF 28.78 FEET; THENCE SOUTH 72°25'12" EAST, A DISTANCE OF 118.85 FEET; THENCE SOUTH 29°47'50" EAST, A DISTANCE OF 41.21 FEET; THENCE SOUTH 17°31'38" WEST, A DISTANCE OF 60.93 FEET; THENCE SOUTH 72°15'07" EAST, A DISTANCE OF 59.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.143 ACRES OR 6242 SQUARE FEET MORE OR LESS.

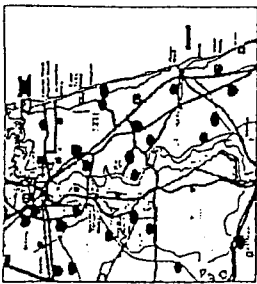


FIGURE 10
SITE LOCATION

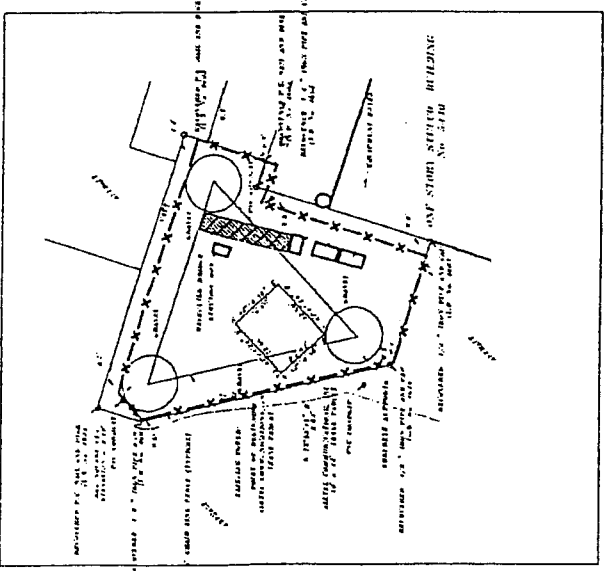
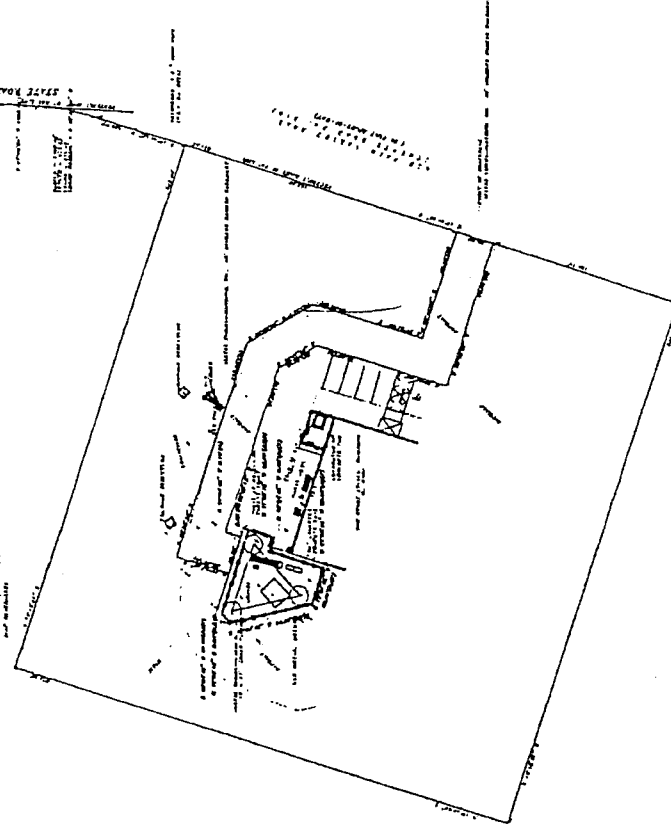
LEGAL DESCRIPTION
 The following is a legal description of the property shown on the attached plan, to-wit:

 A certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plan, and being the same as described in ...

LEGAL DESCRIPTION
 The following is a legal description of the property shown on the attached plan, to-wit:

 A certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plan, and being the same as described in ...

Dimensions and areas of the several lots are as follows:



DETAIL
 1" = 10'

LEGEND

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
- 9. ...
- 10. ...

NOTES

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...
9. ...
10. ...

NO.	REVISION	DATE	BY	DESCRIPTION

ADVANCED LAND SURVEYING AND MAPPING, INC.
 GPS AND CONVENTIONAL SURVEY SERVICES
 1842 VINE HAVEN DRIVE
 PALM BEACH, FLORIDA 33480
 PHONE (407) 341-2399 FAX (407) 345-0064

BOUNDARY SURVEY FOR
ALLTEL COMMUNICATIONS, INC.
 5420 D.B. PALM VALLEY ROAD
 PALM BEACH, FLORIDA

DATE	
BY	
CHECKED	
APPROVED	

EXHIBIT "C"

LESSEE'S PERSONAL PROPERTY and EQUIPMENT

Owner and Lessee agree that within one hundred eighty (180) days following the Commencement Date, Lessee will replace this Exhibit "C" with a revised Exhibit "C" which shall specifically identify the personal property and equipment to be attached to the Tower and Building Site.

Final Exhibit "C":

Schedule of Equipment:

Equipment on Pad
Lucent BTS Cabinet
Power Cabinet
Growth Cabinet
Cable Cover
O/S Cabinet
Microflect Ice Bridge Kit
Support Structure for Telco/Power/GPS Antenna
Six 1-5/8" Coaxial Cable
Six Panel Antenna with brackets and mounts

Sub
9K

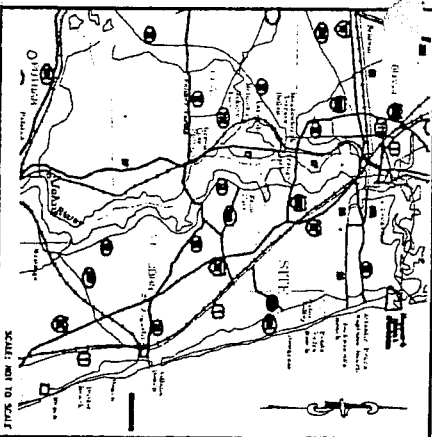
EXHIBIT "D"

Complete construction documents attached.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND CONDUITS WITHIN THE PROJECT AREA AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND CONDUITS. ANY DAMAGE TO UTILITIES OR CONDUITS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
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8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
9. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
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13. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND CONDUITS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.

VICINITY MAP



ALLIED

PONTE VEDRA BEACH SELF SUPPORTING TOWER CO-LOCATION INSTALLATION JV-278-609

ABBREVIATIONS

AD	ADDITIONAL	AD	ADDITIONAL
AS	ASBESTOS	AS	ASBESTOS
CA	CONCRETE	CA	CONCRETE
CE	CERAMIC TILE	CE	CERAMIC TILE
CH	CHANGING ROOM	CH	CHANGING ROOM
CI	CONCRETE IN PLACE	CI	CONCRETE IN PLACE
CM	CONCRETE MASONRY	CM	CONCRETE MASONRY
CO	CONCRETE ON GRADE	CO	CONCRETE ON GRADE
CS	CONCRETE SURFACE	CS	CONCRETE SURFACE
CU	CURB	CU	CURB
DA	DATA	DA	DATA
DB	DATA BOOK	DB	DATA BOOK
DC	DATA CENTER	DC	DATA CENTER
DE	DECK	DE	DECK
DF	DATA FEED	DF	DATA FEED
DG	DATA GROUND	DG	DATA GROUND
DH	DATA HUB	DH	DATA HUB
DI	DATA INTERFACE	DI	DATA INTERFACE
DJ	DATA JUNCTION	DJ	DATA JUNCTION
DK	DATA KEY	DK	DATA KEY
DL	DATA LINK	DL	DATA LINK
DM	DATA MANAGEMENT	DM	DATA MANAGEMENT
DN	DATA NETWORK	DN	DATA NETWORK
DO	DATA OPERATIONS	DO	DATA OPERATIONS
DP	DATA PROCESSING	DP	DATA PROCESSING
DQ	DATA QUALITY	DQ	DATA QUALITY
DR	DATA RECORD	DR	DATA RECORD
DS	DATA STORAGE	DS	DATA STORAGE
DT	DATA TRANSMISSION	DT	DATA TRANSMISSION
DU	DATA UNIT	DU	DATA UNIT
DV	DATA VOLUME	DV	DATA VOLUME
DW	DATA WEIGHT	DW	DATA WEIGHT
DX	DATA EXCHANGE	DX	DATA EXCHANGE
DY	DATA YIELD	DY	DATA YIELD
DZ	DATA ZONE	DZ	DATA ZONE

PROJECT SUMMARY

APPLICANT/LESSEE:
ALLIED COMMUNICATIONS, INC.
11000 W. WINDYBROOK DRIVE
SUITE 100
DALLAS, TEXAS 75244
PHONE: (214) 416-1100

PROJECT DESCRIPTION:
INSTALLATION OF SELF-SUPPORTING TOWER AND CO-LOCATION OF ANTENNAS AT THE ABOVE ADDRESS. THE PROJECT IS A PART OF THE ALLIED COMMUNICATIONS NETWORK. THE TOWER IS TO BE INSTALLED ON THE EXISTING FOUNDATION. THE ANTENNAS ARE TO BE INSTALLED ON THE TOWER. THE PROJECT IS TO BE COMPLETED BY THE END OF 2009.

SHEET INDEX

T-1	TITLE SHEET
C-1	BOUNDARY SURVEY
A-1	SITE PLAN, ENLARGED PARTIAL PLAN AND ELEVATION
A-2	ARCHITECTURAL AND STRUCTURAL DETAILS
E-1	ELECTRICAL NOTES, PLANS, RISERS & DETAILS
E-2	GROUNDING NOTES, PLANS, RISERS & DETAILS

CONTACTS

PROPERTY OWNER: ST. JOHNS COUNTY 4020 LEWIS SPEEDWAY ST. AUGUSTINE, FL. 32095 (904) 823-2456 PHONE CONTACT: COUNTY ADMINISTRATIVE OFFICE	TELECOMMUNICATIONS CARRIER: AT&T COMMUNICATIONS, INC. 601 RIVERSIDE AVENUE JACKSONVILLE, FL. 32204	INDEPENDENT CONTRACTOR: CARWAY COMMUNICATIONS 601 RIVERSIDE AVENUE JACKSONVILLE, FL. 32204 (904) 359-5033 PHONE (904) 634-4387 FAX CONTACT: DARRREN ALLEN
TELECOMMUNICATIONS ENGINEER:	SOIL ENGINEER:	GENERAL CONTRACTOR: FESTERCO, INC. 1621 N.E. 6TH AVE OCALA, FL. 34470 (352) 351-1976 PHONE (352) 622-4800 FAX CONTACT:

APPROVAL SIGN OFF OF WORKING DRAWINGS

DATE	PRINT NAME	SIGNATURE

TITLE SHEET
T-1

ONE ALLIED DRIVE, LITTLE ROCK, ARKANSAS 72202
TEL: (501) 821-8559 FAX: (501) 661-5505

CARAWAY COMMUNICATIONS
1800-961-1117
3535 W. WINDYBROOK DRIVE
SUITE 100
DALLAS, TEXAS 75244
PHONE: (214) 416-1100
FAX: (214) 416-1101
WWW.CARAWAYCOMM.COM

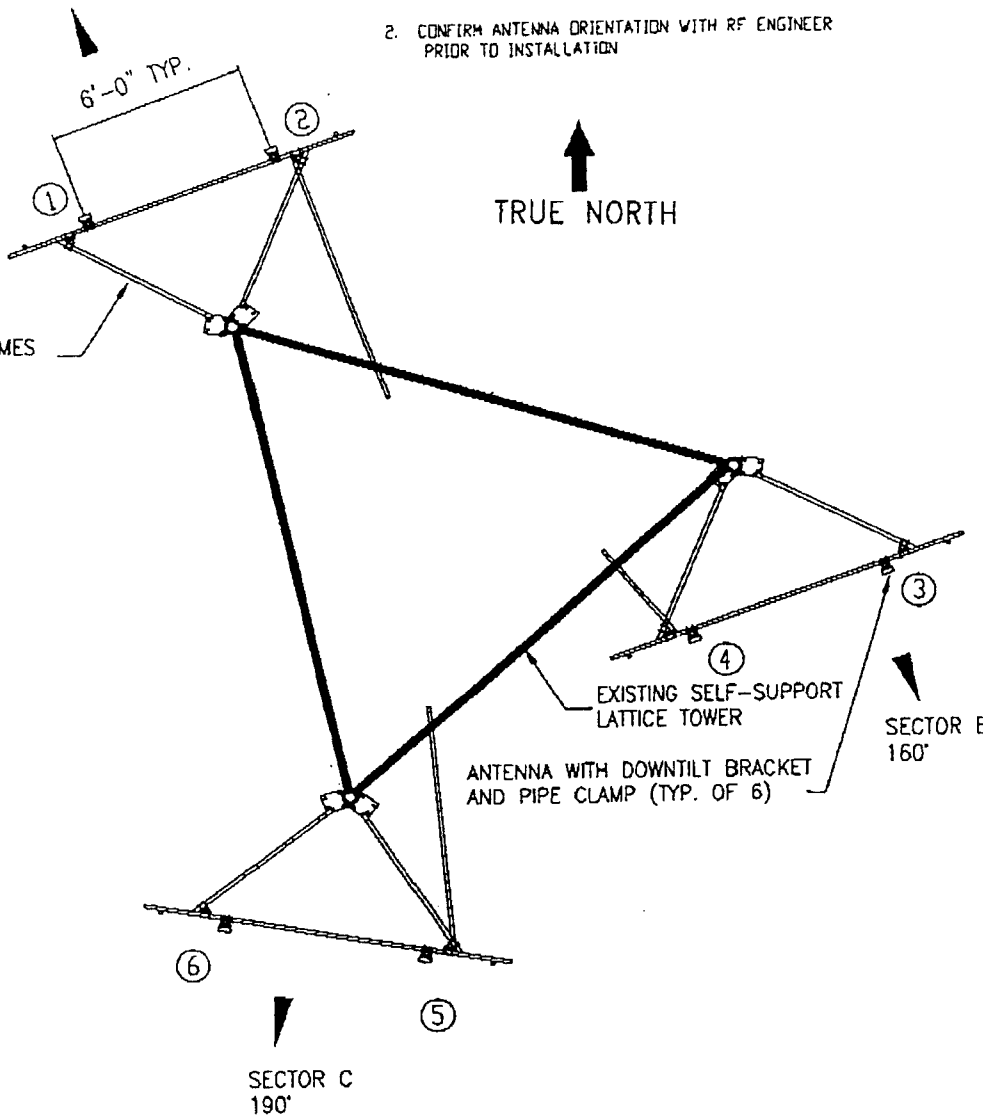
TITLE SHEET
PONTE VEDRA BEACH
6430 PALM VALLEY RD
PONTE VEDRA BCH, FL.
32082

PROPRIETARY INFORMATION

THIS DOCUMENT IS THE PROPERTY OF ALLIED COMMUNICATIONS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALLIED COMMUNICATIONS, INC.

DATE	DESCRIPTION	BY

SECTOR A
340°



NOTES:

1. ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH ALTEL RF ENGINEER.
2. CONFIRM ANTENNA ORIENTATION WITH RF ENGINEER PRIOR TO INSTALLATION

ANTENNA MOUNTING FRAMES
W/ STABILIZING RODS
(3) TYPICAL

↑
TRUE NORTH

EXISTING SELF-SUPPORT
LATTICE TOWER

ANTENNA WITH DOWNTILT BRACKET
AND PIPE CLAMP (TYP. OF 6)

SECTOR B
160°

SECTOR C
190°

ANTENNA AND COAXIAL CABLE SCHEDULE

ANTENNA MARK	SECTOR	ANTENNA	AZIMUTH	CABLE LENGTHS	COAXIAL CABLE	CABLE CODE	
						CABLE 1	
1	A	DAPA 19010	340°	189'	1 5/8' COAX	CABLE 1	
2	A	DAPA 19010	340°	189'	1 5/8' COAX	CABLE 2	
3	B	DAPA 39010	160°	189'	1 5/8' COAX	CABLE 3	
4	B	DAPA 39010	160°	189'	1 5/8' COAX	CABLE 4	
5	C	DAPA 49010	190°	189'	1 5/8' COAX	CABLE 5	
6	C	DAPA 49010	190°	189'	1 5/8' COAX	CABLE 6	
7	N/A	GPS ANTENNA	N/A		7/8 COAX	CABLE 7	

ADDENDUM NO. 1 TO:

JV-278-509

PREPARED FOR :



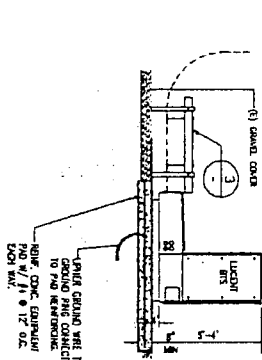
ONE ALLED DRIVE, LITTLE ROCK, ARKANSAS 72202
TEL: (501) 661-3000 FAX: (501) 661-3408



CARAWAY COMMUNICATIONS

6902 WHITE ROCK TRL. SUITE 300
DALLAS, TEXAS 75238
(214) 240-0000 Fax: (214) 240-0001

DATE:	ANTENNA PLAN	DATE:	09.01.98
SCALE:	NONE	FILENAME:	278-ADM1.DWG
		SHT. 1	



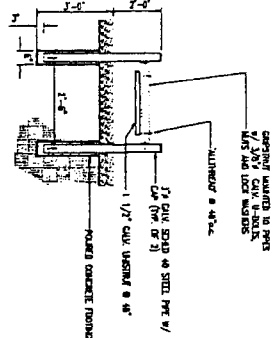
NOTE: ON GRAVEL SHALL BE 2000 PSI CONCRETE PAVED OVER SAND FILL TO BE DROPPED AND COMPACTED TO 150 LB PER CU YD. ALL CONSTRUCTION SHALL BE TO A MINIMUM PRESSURE AROUND EQUIPMENT PAD DIMENSION W/ PER OF TOWER FOUNDATION.

7 TYPICAL EQUIPMENT SECTION SCALE: 1/4" = 1'-0"

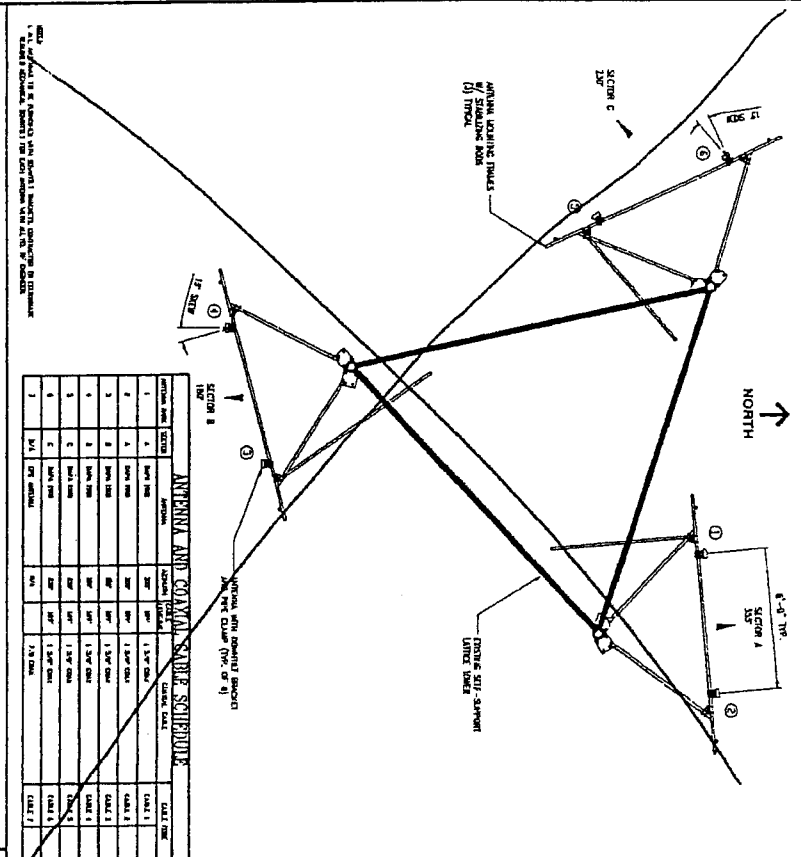
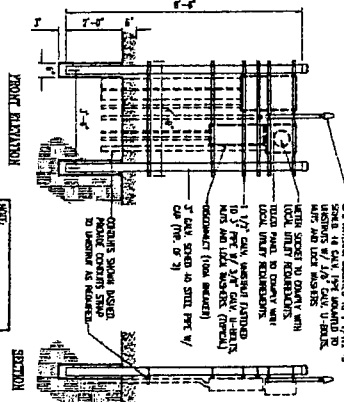
1. ALL STRUCTURAL STEEL SHALL BE A36 STEEL UNLESS OTHERWISE SPECIFIED.
2. ALL STRUCTURAL STEEL SHALL BE GALVANNEAL UNLESS OTHERWISE SPECIFIED.
3. ALL STRUCTURAL STEEL SHALL BE WELDED TOGETHER UNLESS OTHERWISE SPECIFIED.
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10. ALL STRUCTURAL STEEL SHALL BE WELDED TOGETHER UNLESS OTHERWISE SPECIFIED.

9 STRUCTURAL NOTES

6 CABLE SUPPORT



3 DETAIL AT SUPPORT STRUCTURE



ANTENNA AND CABLE SCHEDULE

SECTION	ITEM	DESCRIPTION	QUANTITY	UNIT	SCALE
1	1	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	2	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	3	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	4	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
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1	97	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	98	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	99	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"
1	100	ANTENNA ELEMENT	1	EA	1/4" = 1'-0"

CARAWAY CONNECTIONS

ONE ALLIED DRIVE, LITTLE ROCK, ARKANSAS 72202
 TEL: (501) 661-8559 FAX: (501) 661-5909

DATE: 8.23.96
 DRAWING NO.: 278-009
 PROJECT: PONTI VERA BEACH
 PONTI PALM VALLEY RD
 PONTI VERA BCH, FL
 32082

SCALE: 1/4" = 1'-0"

REVISIONS:

1. PLOT PLAN
 2. CONSTRUCTION PLAN
 3. AND ELEVATION

A-2

EXHIBIT "E"

BID PACKAGE AND POWERTEL LICENSE AGREEMENT

BID NO. 98-81

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be accepted until 3:00 P.M. on June 5, 1998 by Tracy Ross at 2740 Industry Center Road, St. Johns County Purchasing Department, St. Augustine, Florida 32095, **FOR LEASE OF SPACE ON 250' COMMUNICATIONS TOWER**. Bids will be opened promptly after the 3:00 p.m. deadline.

Bid forms, specifications and conditions of bid may be obtained from the St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, Florida 32095.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
DEPUTY CLERK

BID NO. 98-81

ST. JOHNS COUNTY, FLORIDA
OFFICIAL TOTAL BID FORM

TO: THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

DATE: _____, 1998

-BID PROPOSAL-

If awarded a Lease on the basis of this proposal, the undersigned pledges to company with the terms and conditions as stated in the Bid Proposal and County Specifications.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The following proposal is presented:

FOR: LEASE OF SPACE AT 95' LEVEL

PRICE PER MONTH PER FOOT OF FEED LINE \$ _____

TIMES NO. OF FEED LINES PROPOSED _____

TOTAL PRICE PER MONTH \$ _____

LEASE OF SPACE AT 111' LEVEL

PRICE PER MONTH PER FOOT OF FEED LINE \$ _____

TIMES NO. OF FEED LINES PROPOSED _____

TOTAL PRICE PER MONTH \$ _____

LEASE OF SPACE AT 127' LEVEL

PRICE PER MONTH PER FOOT OF FEED LINE \$ _____

TIMES NO. OF FEED LINES PROPOSED _____

TOTAL PRICE PER MONTH \$ _____

LEASE OF SPACE AT 169' LEVEL

PRICE PER MONTH PER FOOT OF FEED LINE \$ _____

TIMES NO. OF FEED LINES PROPOSED _____

TOTAL PRICE PER MONTH \$ _____

LEASE OF SPACE AT 205' LEVEL

PRICE PER MONTH PER FOOT OF FEED LINE \$ _____

TIMES NO. OF FEED LINES PROPOSED _____

TOTAL PRICE PER MONTH \$ _____

I certify that I, the undersigned bidder, declare that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and quality and type of coverage called for and bid herein. The undersigned further declares that he has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidder or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: _____

ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NO. OR SOCIAL SECURITY NO.: _____

SIGNATURE: _____

(Typed or Printed Signature)

TITLE: _____

DATE: _____

TELEPHONE NO.: _____

Remarks to Bidder:

Bids must be submitted in **TRIPPLICATE!** Bids must be placed in an envelope, sealed and plainly marked "SEALED BID NO. 98-81 FOR LEASE OF SPACE ON 250' COMMUNICATIONS TOWER". The company name must be indicated on the envelope, also.

One goal of St. Johns County is to maximize all space on the tower by using as many users as practical. The Board of County Commissioners reserves the right to reject any or all bids, waive minor formalities or award the bid to the bidder whose proposal best serves the interest of the County.

All bids must be signed manually by a responsible officer of your company in ink or indelible pencil.

If there are any exceptions to the bid proposal or specifications, please state here or on attached sheet.

Attachment "A" affidavit must be completed and attached to bid proposal.

PURCHASING DEPARTMENT

DATE: _____
Acceptance of Quote

BY: _____

Additional Information/Conditions
Lease of Space on County Tower
Bid No 98-81
05 15 98

A. Additional Information:

1. Please read and be familiar with the terms/conditions, in particular section 3B, as stated in the License Agreement Between St. Johns County and Powertel/Jacksonville, Inc. This agreement is the last document in your package.
2. Questions related to the bid process should be directed to Joe Burch at 904 823 2548.
3. Technical questions not explained in the documents may be directed to Joe DiPietro of Communications Information Services, Inc (CIS) at 352 371 4288.
4. The Tower Manager for St. Johns County is David Halstead, Director of General Services.

B. Additional Conditions:

1. The firm selected to utilize the tower space must have the site in operation within 12 months from date of execution of the lease.
2. Award of each tower space, as outlined in this document, will be limited to Cellular, ESMR, and/or PCS providers.
3. Tower space may not be subleased without prior written approval of the Tower Manager.
4. The initial term of this lease shall be for a Five (5) year term beginning on the execution date of the lease. Lease holder shall have the option to extend this lease for up to four (4) additional five year terms. The increase in lease prices shall be 15% percent per 5 year term. The adjusted rate shall take effect at the beginning of each 5 year option.
5. A firm may bid on all 5 elevations. If a firm is the high bidder on multiple elevations, they may reject all elevations except one. One goal of this bid is to provide space for the maximum number of providers, thereby reducing the number of new tower requests. Therefore, the County reserves the right to reject any or all bids, to award the bids in a manner that serves the needs of the County, and to waive any informality or technicality whatsoever whenever such rejection or waiver is in the best interest of the County.
6. The Total Price per Month as submitted on OTBF-1 or OTBF-2 will become the minimum price even if the number of feed lines is reduced. An increase in the number of feedlines will result in an increase in the monthly price paid to the County. The increase would be based on the quoted price per month per foot of feed line. The increase would be effective at the next monthly billing after completion of the installation.
7. Due to the nature of the award process, each bidder must have a representative at the bid opening to accept or decline its high bid award at a specific elevation.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

PURCHASING DEPARTMENT

P.O. DRAWER 349
ST. AUGUSTINE, FLORIDA 32085-0349



PHONE: (904) 823-2540
FAX: (904) 823-2546

May 22, 1998

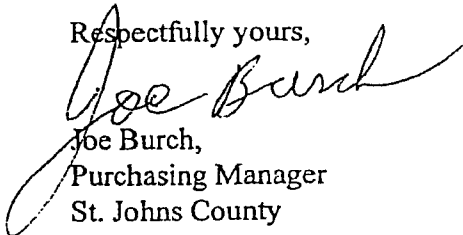
To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Addendum #2 to Bid No. 98-81 for Lease of Space on 250' Communications Tower

Recently your company received a Bid Package for the above project. Please review attached letter from Alan L. Gabriel, Counsel for Powertel/Jacksonville. Powertel has certain legal rights that control use or disposition of the tower. Decisions with regards to current or future use of the tower must be made with full knowledge and consent of Powertel. Please sign and return fax a copy of this addendum.

Respectfully yours,


Joe Burch,
Purchasing Manager
St. Johns County

cc: Dan Basanko
Scott Clem

Company: _____

Signature: _____

LAW OFFICES
ALAN L. GABRIEL

INTERNATIONAL BUILDING • PENTHOUSE EAST
2455 EAST SUNRISE BOULEVARD
FORT LAUDERDALE, FLORIDA 33304-3119

ALAN L. GABRIEL
SORAYA HEVIA KASPER

TELEPHONE (954) 561-2230
FACSIMILE (954) 561-7489
E-MAIL agabriel24@aol.com

SENT VIA TELEFAX TO (904) 823-2546 AND U.S. MAIL

May 19, 1998

Joe Burch, Purchasing Manager
St. Johns County
2740 Industry Center Road
St. Augustine, FL 32095

RE: Bid Proposal for Lease of Space on the County Tower for PCS/Cellular Services
Our File 46.01-105

Dear Mr. Burch:

This office represents Powertel/Jacksonville, Inc. with regard to its License Agreement with St. Johns County. As you know, the 250-foot tower ("Tower") was built by Powertel/Jacksonville, Inc. ("Powertel") and conveyed to the County in accordance with the terms of the License Agreement.

There are two (2) issues that I would like to call to your attention, to be sure that these matters are not overlooked during the current bidding process being conducted by the County under Bid No. 98-81 for the placement of additional communication equipment on the Tower by additional Users (as defined in the License Agreement):

1. Right of First Refusal – In accordance with Paragraph 3.D. of the License Agreement, Powertel has been granted the right of first refusal to occupy space on the Tower abandoned or no longer needed by the County. All prospective Users at the Tower should be advised that Powertel has such right of election to assume the County's excess capacity and/or Tower space. Further, pursuant to Paragraph 3, if Tower space is rented to other entities beyond the Tower loading capacity already reserved to Licensor pursuant to the License Agreement, Powertel's prior written approval must be obtained.
2. Interference – In accordance with Paragraph 3 of the License Agreement, the County may not permit future additional uses of the Tower that will cause unreasonable interference to Powertel's communication antennas and communications signals. It is the responsibility of the County, as Tower Administrator, to correct identified interference. In addition, the County has agreed to assure that any subsequent installation and/or maintenance performed on the Tower by the County or any approved User of the County shall be done in a workmanlike manner consistent

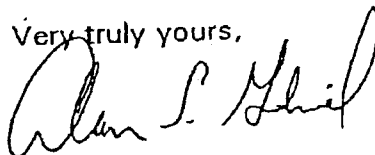
Joe Burch, Purchasing Manager
St. Johns County
May 19, 1998
Page 2

with high quality construction standards.

Although the bid proposal references the License Agreement between Powertel and the County in the section entitled "Other Issues," it is important to Powertel that each bidder is made aware of the specific requirements and covenants found within the License Agreement.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



ALAN L. GABRIEL

ALG/VFM/4601shebid.ltr

cc: Steve Hile, Powertel (via telefax to 904-886-3530)
Dan Bosanko, Esq., St. Johns County (via telefax to 904-823-2575)

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners



PURCHASING DEPARTMENT

P.O. DRAWER 349
ST. AUGUSTINE, FLORIDA 32085-0349

PHONE: (904) 823-2540
FAX: (904) 823-2546

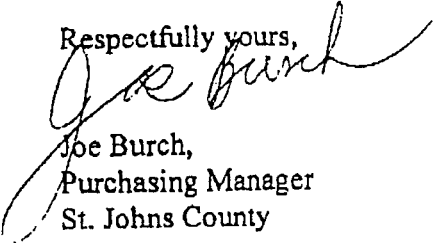
May 28, 1998

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Addendum #3 to Bid No. 98-81 for Lease of Space on 250' Communications Tower

Recently your company received a Bid Package for the above project. Please be advised the due date is extended to June 19, 1998 at 2:00 p.m.. There will be a one hour delay after bid opening until 3:00 p.m. to allow time for each bidder to evaluate the bids. At the 3:00 p.m. meeting, the representative from each firm must be prepared to accept or reject its high bid award at each specific elevation. If a firm is high bidder on multiple elevations, they may reject all elevations except one. If a firm is high bidder at only one elevation, the firm does not have the right of rejection.

Please sign and return fax a copy of this addendum.

Respectfully yours,


Joe Burch,
Purchasing Manager
St. Johns County

cc: Dan Basanko
Scott Clem

Company: _____

Signature: _____

014-223-2126

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

*BHR
904-721-2991
Don Smith
Harry Waldron
Fimer
Co. Comm.*

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

Licensor agrees to send copies of all notices required or permitted to be given to Licensee to each leasehold mortgagee that notifies Licensor 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 Licensor's prior written consent. Licensee shall, however, provide after-the-fact notice to Licensor 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 Licensor's land or property. Upon any such assignment of this License, Licensee shall remain fully responsible for the payment of rent unless Licensor 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 Licensor, the Licensor 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 Licensor 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 Licensor, 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, Licensor shall execute such consent to said financing as may reasonably be required by Secured Parties. Licensor agrees 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 Licensor 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 Licensor shall terminate this Agreement for any reason, Licensor will give to the Secured Parties prompt notice thereof and Licensor 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.

Licenser

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, through its
Board of County Commissioners

By: _____

Print Name: _____

Title: _____

Address: 4020 Lewis Speedway

St. Augustine, FL 32095

Witness

Print Name: _____

Executed on ___ day of _____, 1997.

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this ___ day
of _____, 199___, by _____, as
_____ of _____,
a _____, who is personally known to me or who
has produced _____ as identification and who did (did
not) take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

(Seal)

Licensee

Signed, sealed and delivered
in the presence of:

Powertel/Jacksonville, Inc.,
a Delaware Corporation

Brenda R. Garns
Witness
Print Name: BRENDA GARNs

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

Executed on 11th day of APRIL, 1997.

James E. Durham
Witness
Print Name: JAMES E. DURHAM

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

(SRP)
NOTARY PUBLIC
STATE OF FLORIDA
BRENDA R. GARNs
COMMISSION # CC617977
EXPIRES FEB 02, 2001
BONDED THROUGH
ATLANTIC BONDING CO., INC.



Florida Department of Revenue

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Expiration Date

Certificate Number

11/03/2002

65-06-012004-53C

This Certificate is Non-transferable.

DR-14
R. 03/97

Type of Organization

COUNTY GOVERNMENT

This Certifies That

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
4020 LEWIS SPEEDWAY
ST AUGUSTINE FL 32095-8837

Is Exempt From the Payment of Sales and Use Tax on the Purchase or Lease of Tangible Personal Property, the Lease of Transient Rental Accommodations or Real Property.

L.H. Fuchs
Executive Director



Florida Department of Revenue

Important Facts

DR-14
R. 03/97

- Provide all vendors with a copy of your Consumer's Certificate of Exemption before making tax-exempt purchases.
- Your Consumer's Certificate of Exemption is to be used solely for your organization's customary nonprofit activities.
- Purchases by the exempt organization are only exempt when the Consumer's Certificate of Exemption is presented to the vendor and the payment is made directly by the organization.
- Purchases made by an individual on behalf of the organization are taxable, even if the individual is reimbursed by the organization.
- Transactions by an exempt organization such as sales or leases of tangible personal property, transient rental or sleeping accommodations, real property, or docking spaces are taxable. The organization must register for sales and use tax certification, and collect and remit sales tax on those transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Section 12A-1.070, F.A.C.).
- Changes in the organization's purpose, federal exemption status, or address must be reported immediately to the Department of Revenue.

UNDER NO CIRCUMSTANCES SHOULD THIS EXEMPTION BE USED FOR THE PERSONAL BENEFIT OF ANY INDIVIDUAL. ANY MISUSE OF THIS EXEMPTION WILL NECESSITATE ITS REVOCATION.

If you have any questions or need assistance, please contact:

Central Registration
5050 W TENNESSEE ST
TALLAHASSEE FL 32399-0100
904-487-4130

Joe Buck - Purchasing
For your file -
[Signature]



Florida Department of Revenue
Consumer's Certificate of Exemption

JV-ATO

This Certificate is Non-transferable.

DR-14
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