

RESOLUTION NO. 2014-346

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A TOWER SITE GROUND LEASE FOR THE USE OF COUNTY OWNED PROPERTY ON WILDWOOD DRIVE WITH T-MOBILE SOUTH, LLC, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE TOWER SITE GROUND LEASE AND A MEMORANDUM OF LEASE ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the County owns a water tower located at 189 Wildwood Drive upon which T-Mobile (previously DBA Powertel) has communications equipment, per the Water Tower Lease dated March 13, 2001, attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, per the June 28, 2012, notice from the Utility Department, attached hereto as Exhibit "B" and incorporated herein by reference, the water tower is no longer used for water storage and should be removed from the site; and,

WHEREAS, Section 9 of the existing Water Tower Lease grants T-Mobile the option to construct, at its sole expense, a telecommunications monopole; and,

WHEREAS, T-Mobile and the County desire to enter into a Tower Site Ground Lease ("Lease") and Memorandum of Lease, attached hereto as Exhibit "C" and Exhibit "D", respectively, and incorporated herein by reference, to allow T-Mobile, after a Review Period for design and regulatory approval, to demolish the existing water tower and construct a new 150' monopole, telecommunications tower.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.


Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Lease and authorizes the County Administrator, or designee, to execute the Lease and Memorandum of Lease.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or concept of this Resolution then this Resolution may be revised without subsequent approval by the Board of County Commissioners.


Section 4. The Clerk is instructed to file the original Lease in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St Johns County, Florida, this 2nd day of December, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST JOHNS COUNTY, FLORIDA

By:  _____
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By:  _____
Deputy Clerk

RENDITION DATE 12/10/14



Exhibit "A" to Resolution

Site I.D.: J209
Site Name: Moultrie

WATER TOWER LEASE

BETWEEN

ST. JOHNS COUNTY, FLORIDA

AND

Powertel/Jacksonville, Inc.

THIS WATER TOWER LEASE ("Lease") is made and entered into this 13th day of March, 2000, between ST. JOHNS COUNTY, FLORIDA, with an address of P.O. Box 1533, St. Augustine, Florida 32085-1533, hereinafter referred to as the "Lessor", and Powertel/Jacksonville, Inc., a Delaware corporation, with an address of 1233 O.G. Skinner Drive, West Point, Georgia 31833, hereinafter referred to as the "Lessee".

W I T N E S S E T H:

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

WHEREAS, Lessor is the owner of a 120 foot water tower ("Water Tower") that is located on that certain tract of Land more particularly described on Exhibit "A"; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor agrees to lease to Lessee, a portion of the Land consisting of approximately four hundred (400) square feet (the "Equipment Room Space"), together with a portion of the Water Tower ("the Water Tower Space"), located at 235 Wildwood Drive, in the City of St. Augustine, in St. Johns County, State of Florida, together with the non-exclusive right, privilege and easement over and across a portion of the Land for access and utility service thereto (the "Access/Utility Easement"). Said Equipment Room Space, Water Tower Space and Access/Utility Easement are shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Leased 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, Lessor and Lessee hereby agree as follows:

1. Leased Premises. Lessor hereby leases and lets to Lessee, and Lessee hereby leases and lets from Lessor, a portion of the Land consisting of approximately four hundred (400) square feet (the "Equipment Room Space"), together with a portion of the Water Tower (the "Water Tower Space"), together with the non-exclusive right, privilege and easement over and across a portion of the Land for parking, pedestrian and vehicular access to and from the Equipment Room Space and the Water Tower Space as may be required to construct, install, operate, maintain and repair Lessee's Facilities, together with the right, privilege and easement over, under and across said portion of the Land for the purposes of providing and maintaining necessary utilities to Lessee's Facilities.

A) Water Tower Space. Lessor hereby leases to Lessee space on the top portion of the Water Tower to the extent necessary to enable Lessee to erect, maintain and operate various antennas as part of its telecommunications system and for no other purposes. Lessee may mount its various antennas between the 128_ foot elevation and the 138 foot level of the Water Tower. The exact location between said elevations on the Water Tower will be determined by Lessee so as to avoid interference with any of Lessor's equipment, cables, lines, antennas and/or any other property located on the Water Tower, as may be applicable.

Lessor agrees that Lessee may attach necessary transmission lines, cables, antennas, fixtures, and other associated equipment to the Water Tower Space to make said antennas operational. Lessee will provide all mounting hardware necessary for its installation.

B) Equipment Room Space. Lessee shall install an equipment shelter(s) at the location of the Equipment Room Space to shelter its communications equipment.

C) Access. Lessor agrees that Lessee shall have the right and non-exclusive access to the Equipment Room Space and the Water Tower Space 24 hours a day, 7 days a week, as may be required to construct, install, operate, maintain and repair Lessee's Facilities.

D) Utility Service. Lessee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Leased Premises and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. Lessee shall have an electric meter installed at the Leased Premises and have the right to run necessary utility

lines and other electrical equipment as may be necessary from the utility source to the Equipment Room Space and the Water Tower Space.

2. Review Period. A) The obligations of Lessee and the Lessor under this Lease are expressly subject to and conditioned upon Lessee's ability to use the Leased Premises for its intended use as a communications facility. Lessor agrees that Lessee shall be granted a six (6) month period, (the "Review Period") commencing on the date of execution of this Lease by Lessor, during which Lessee, or its agents, may conduct necessary tests and secure required governmental approvals as further specified herein. During this Review Period, Lessee agrees to pay Lessor a lump sum amount of One Hundred and No/100 Dollars (\$100.00). Upon request by Lessee, Lessor agrees to further extend the Review Period for an additional six (6) months if necessary for an additional lump sum amount of One Hundred and No/100 Dollars (\$100.00).

B) The rights granted to Lessee, or its agents, during the Review Period include the following:

(1) The non-exclusive right and easement for pedestrian and vehicular ingress and egress to the Land and the Leased Premises;

(2) The right to survey the Land and the Leased Premises;

(3) The right to conduct tests and investigations, which may include, but shall not be limited to, soil boring tests, radio coverage tests, and any other tests or investigations necessary to determine the feasibility and suitability of the Leased Premises for Lessee's proposed use. This shall include the right to bring onto the Land and Leased Premises any equipment and machinery, including vans, trucks and cranes, that may be reasonably necessary to conduct these tests.

(4) Lessee agrees to conduct all necessary Water Tower studies to determine feasibility of Water Tower loading due to Lessee's antennas, at Lessee's sole cost and expense.

(5) During the Review Period, or during the Term, as defined herein, Lessor agrees to cooperate with Lessee in its efforts to obtain all required developmental approvals, licenses and permits, from any and all jurisdictions with authority over the Leased Premises, including but not limited to any building, zoning, variance, special use permit or other permit(s) legally necessary in connection with Lessee's intended use of the Leased Premises. Lessor's cooperation shall include, but not be limited

to, the execution and delivery to Lessee of all requested forms, consents and applications as are reasonably necessary and appropriate for the obtaining of said approvals. However, this provision shall not be interpreted to waive any governmental discretion Lessor may have in granting its own permits and/or orders.

C) At any time during the Review Period, whether or not all tests have been completed or all approvals have been obtained, Lessee, in its discretion, shall have the right to proceed with the "Term" of this Lease as defined below, or to terminate this Lease. In either case, the monies paid to Lessor through that determination shall be retained by Lessor. The "Term" of this Lease shall commence on the date specified within the written notice from Lessee to Lessor, sent during the Review Period effectively advising Lessor of Lessee's determination to proceed.

3. Survey. Lessee shall have the right to survey the Land and the Leased Premises, at its sole expense. The survey legal description shall then replace Exhibits "A" and/or "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 Lease. Upon Lessor's request, Lessee agrees to provide Lessor with a copy of the completed survey.

4. Initial Term. The initial term of this Lease shall be for a five (5) year term beginning on the first day of first full calendar month from the date specified in Lessee's notice to proceed as provided above (the "Commencement Date").

5. Rental Fees. As rental for the Leased Premises during the initial term, Lessee shall pay to Lessor, an annual rental payment of Eighteen Thousand and No/100 Dollars (\$18,000.00), plus applicable sales tax, to be paid annually, in advance. Rental for any partial month shall be prorated. Lessee shall pay rent at the rate set forth above from the Commencement Date, throughout the term of this Lease on or before the first day of the first full calendar month of the initial term and any Extension Terms as defined below. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice.

6. Extension Terms. Provided that Lessee has not breached any material term of this Lease during its initial term and this Lease has not been terminated as provided herein, Lessee shall have the option to extend this Lease for up to four (4) additional five (5) year terms (each an "Extension Term"). Lessee shall

automatically be deemed to have exercised its option as to each Extension Term unless Lessee delivers written notice to Lessor of its desire to conclude this Lease, 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 Lease shall remain in full force and effect.

A) The annual rental for the first (1st) Extension Term shall be Eighteen Thousand Nine Hundred and No/100 Dollars (\$18,900.00); the annual rental for the second (2nd) Extension Term shall be Nineteen Thousand Eight Hundred Forty Five and No/100 Dollars (\$19,845.00); the annual rental for the third (3rd) Extension Term shall be Twenty Thousand Eight Hundred Thirty Seven and No/100 Dollars (\$20,837.00); and the annual rental for the fourth (4th) Extension Term shall be Twenty One Thousand Eight Hundred Seventy Nine and No/100 Dollars (\$21,879.00).

B) If at the end of the fourth (4th) Extension Term, or earlier as provided herein, this Lease has not been terminated by either party, this Lease 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.

7. Lessee's Use and Facilities. During this Lease, Lessee shall use the Leased 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 Lessee deems necessary or desirable on all or any part of the Leased Premises, now or in the future. Lessee shall have the right to install, construct, repair, maintain, operate or remove its communications facilities, including without limitation its equipment shelter(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Lessee's Facilities"). Title to Lessee's Facilities shall be and remain solely in Lessee. All equipment, antenna support structures and trade fixtures placed on the Leased Premises, by Lessee are and shall remain the property of Lessee and shall not be deemed fixtures on the land. In the event that any modifications are needed to the Water Tower to accommodate Lessee's Facilities, Lessee shall bear all costs associated therewith. Lessee shall submit plans and specifications to Lessor for written approval prior to commencement of any modification.

Lessee's Facilities shall be installed, constructed and

maintained by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee 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 Lessee's Facilities or appurtenances thereto or any part thereof.

At any time during this Lease, Lessee shall have the right to terminate this Lease 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 Lessee cannot be obtained in Lessee's discretion, or is revoked; or (B) If Lessee determines, in its discretion, that the Leased Premises is not appropriate for its intended uses, or upon interference with Lessee's reception or transmission. Upon not less than thirty (30) days prior written notice of termination of this Lease by Lessee, this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except for the express terms pursuant to Paragraph 24 of this Lease.

8. FAA and FCC Requirements. Lessor shall comply, at Lessor's sole cost and expense, with all Water Tower marking and lighting requirements, if any, of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"). To the extent permitted by Law, Lessor hereby agrees to and does indemnify and hold Lessee 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 Lessor's failure to comply with such requirements.

9. Maintenance of Water Tower. Lessor, at Lessor's sole cost and expense, shall maintain the Water Tower in good order and repair. Lessor 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, Water Tower or appurtenances thereto or any part thereof, other than Lessee's Facilities. Lessor shall pay all third party costs, expenses, liabilities, losses, damages, fines or penalties, claims and demands that may arise in any manner out of or imposed because of the failure of Lessor to comply with the foregoing.

A) Lessor and Lessee recognize that the Water Tower may

require maintenance that may include sand blasting and painting. Lessor shall notify Lessee no less than sixty (60) days in advance of any maintenance. Lessor and Lessee agree to cooperate in arranging such maintenance to be performed in a manner to minimize interference with Lessee's Facilities. In the event Lessee shall be unable to operate at the Water Tower due to such maintenance for a period greater than twelve (12) hours, Lessee shall be given 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 Lease for placement of Lessee's Facilities on the Water Tower, necessary to maintain its telecommunications capability on the Land.

B) In the event that Lessor should elect to cease the use of the Water Tower as a water storage tank, Lessor shall have the right and option to: (i) permit Lessee to remain on the Water Tower consistent with the terms and conditions of this Lease, or; (ii) subsequent to the completion of the third year of the Lease Commencement Date, Lessor may elect to remove and demolition the Water Tower by submitting Lessee with a minimum of two years prior written notice of its intention to cease the use of the Water Tower consistent with this subparagraph. Should Lessor elect to demolition the Water Tower, Lessee 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 Lessee's Facilities are located on the Water Tower pursuant to this Lease. Should Lessee elect to construct such a replacement structure, Lessee shall be required to obtain all required developmental approvals and this provision shall not be interpreted to waive any governmental discretion Lessor may have in granting such approvals.

10. Interference. Lessee shall operate Lessee's Facilities in a manner that will not cause harmful electrical interference to Lessor or to any other tenant of the Land or Water Tower provided that the rights of such other tenant, and Lessor's specific use of the site, predate the date of this Lease. From and after the date of this Lease, Lessor shall not, nor shall it permit any other of its tenants to install new equipment on or about the Water Tower if such equipment is reasonably likely to cause electrical interference to or receive electrical interference from Lessee's operations. Lessor shall, within five (5) days of receipt of written notice from Lessee of such electrical interference, which notice shall include the reasonable engineering basis for the belief that such other tenant is causing interference to Lessee, require such other tenant to either resolve the interference to Lessee or cease operation of the facilities which are causing such electrical interference. In the event that such other tenant receives harmful electrical interference from Lessee's pre-existing

operations, such other tenant shall either agree to accept such interference from Lessee, take all steps necessary at such other tenant's sole expense to resolve such interference without adversely impacting Lessee's pre-existing operations, or cease operation of its affected facilities. The terms of this provision shall be included in any subsequent lease which Lessor might, from time to time, choose to enter into with any future tenant, or any modifications to any existing tenant's lease. Lessor and Lessee agree to cause their respective engineers to consult with the other party's engineers prior to executing any lease with any future tenant or any modification of or addendum to any existing lease with any existing tenant, that Lessor reasonably believes could be expected to result in harmful electrical interference in reception or transmission of signals by Lessee or such future tenant.

11. Damage or Destruction. A) In the event that, at any time during the term of this Lease, the Water Tower shall be partially destroyed or damaged in a manner that is repairable and does not render the Water Tower useless, Lessor, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced such repair, replacement or rebuilding within thirty (30) days after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of the date the Water Tower became unavailable to Lessee. Rent shall abate to the extent that, and for the period that, the Leased Premises are not usable for the conduct of Lessee's business.

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

C) In the event of total destruction of the Water Tower, and a determination by Lessor that repair would be an imprudent business decision, Lessor may elect not to repair or

rebuild the Water Tower, and in such event, may terminate this Lease and reimburse Lessee the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder. In such event, Lessee shall be given the option by Lessor to repair or rebuild the Water Tower at mutually agreeable terms to be negotiated at the time of such event.

D) In the event the Water Tower becomes partially or totally destroyed, or otherwise affected, so as to be rendered useless for the placement of Lessee's Facilities as contemplated under this Lease, whether by Act of God or any other cause other than an act of Lessor or its agents, or an act of Lessee or its agents, in violation of this Lease, neither Lessor nor Lessee shall have the duty to replace or rebuild the Water Tower. However, in such event, Lessee 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 Lessee's Facilities were to be placed on the Water Tower pursuant to this Lease. If Lessee elects this option, Lessee will obtain all required developmental approvals.

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

2. In the event that Lessee elects to construct such replacement structure after the Water Tower is rendered useless, Lessee 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 Lease for placement of Lessee's Facilities on the Water Tower, necessary to maintain its telecommunications capability on the Land.

12. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease 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:

Lessor: St. Johns County, Florida
P.O. Box 1533
St. Augustine, FL 32085-1533
Attention: County Administrator

Lessee: Powertel/Jacksonville, Inc.
c/o Powertel, Inc.
1233 O.G. Skinner Drive
West Point, Georgia 31833
Attention: V.P. of Operations

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

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing to the other. Lessor agrees to send copies of all notices required or permitted to be given to Lessee to each leasehold mortgagee that notifies Lessor in writing of its interest and the address to which notices are to be sent.

13. Assignment. Lessee may assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Leased Premises, with Lessor's prior written consent. Upon any such assignment of this Lease, Lessee shall remain fully responsible for the payment of rent unless Lessor assents in writing that the assignee is credit worthy and capable of satisfying the remaining rental obligation under the Lease. Upon such a determination by the Lessor, the Lessor may release the Lessee from the remaining obligations due under the remainder of the lease term or extension thereto. Notwithstanding the foregoing, Lessee may assign this Lease to a general partner, a parent corporation or any of its subsidiaries, or any affiliate. Lessee may, in its discretion, permit use of any portion of the Leased Premises by other entities consistent with the use by Lessee of the Leased Premises.

Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Lessee's Facilities, and may assign this Lease and the Lessee'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, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the

receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor 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 Lessee's Facilities, or any portion thereof. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

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

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

15. Insurance. Lessee agrees to acquire and maintain, at its expense, during the term of this Lease 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 Lessor and Lessee in the event of personal injury or of damage to property arising out of the use and occupancy of the Leased Premises and appurtenant areas by Lessee, which insurance shall specifically name Lessor as a "co-insured." A certificate of insurance will be provided to Lessor 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 Leased Premises.

16. Indemnity. Lessee agrees to indemnify and hold the Lessor 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 Lessee. To the extent permitted by Florida law, Lessor agrees to indemnify and hold the Lessee 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

Lessor. Nothing in this Paragraph shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

17. Default. The following events shall constitute events of default under this Lease:

A) Lessee's failure to pay any installment of rent, or other sums due under this Lease, 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 Lessor; or

B) Lessee's or Lessor'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 Lease 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 Lessee for the nonpayment of rent, at the option of Lessor, Lessor may terminate this Lease by written notice to the defaulting party, in which event Lessee shall promptly surrender the Leased Premises, without prejudice to any other rights which such non-defaulting party may have.

18. Taxes. Lessee 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 Leased Premises. Lessor shall be responsible for payment of all real property taxes; provided, however, Lessee 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 Leased Premises. Lessee shall pay an amount equal to any increase in real estate taxes directly attributable to any improvement to the Leased Premises made by Lessee. Upon payment of such tax by Lessor, Lessee shall reimburse Lessor 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 Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of all taxes.

19. Lessor's Title. Lessor represents and warrants that, provided Lessee is not in default hereunder, Lessee shall

peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease, without hindrance or molestation by anyone. Lessor represents and warrants to Lessee that to the best of Lessor's knowledge Lessor owns fee simple title to the Land and the Water Tower free and clear of any liens, encumbrances and restrictions that would impair Lessee's intended use of the Leased Premises and that Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder.

20. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage or similar instrument (collectively "Mortgage") by Lessor which from time to time may encumber all or part of the Leased Premises; provided however, the holder of every such Mortgage shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest, and Lessee's right to remain in occupancy of the Leased Premises as long as Lessee is not in default of this Lease, by executing a non-disturbance agreement in a form reasonably acceptable to the Lessee. Lessee agrees to execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Premises is currently encumbered by a Mortgage, Lessor, no later than thirty (30) days after the start of the Review Period shall obtain and furnish to Lessee a non-disturbance instrument in a form acceptable to Lessee.

21. Title Insurance. Both Lessor and Lessee agree that each party will execute a Memorandum of Lease. Lessee shall record a Memorandum of Lease on this Lease in the public records of the County where the Leased Premises is located. Lessor agrees that Lessee may obtain title insurance on the Leased Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

22. Condemnation. If the whole of the Water Tower, or such portion of the Water Tower or the Land as will make the Leased Premises unusable for Lessee's use, in Lessee's reasonable discretion, by Lessee for the purposes herein leased, 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 Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Land is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease

without reduction or set off with respect to the rent due. Lessee 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 Lessor's rights to recover from such condemning authority.

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

24. Termination. Upon termination of this Lease, Lessee shall, within ninety (90) days, remove all improvements, including its personal property and other fixtures and restore the Leased Premises to its original above ground condition, normal wear and tear excepted. This Lease shall terminate as of the date of the termination of Lessee's leasehold interest and Lessee shall pay its pro-rata share of the rent until the effective date of such termination.

25. Environmental Hazards. Lessor hereby represents that there are no known environmental hazards located on or under the Leased Premises and agrees, to the extent permitted by Law, to hold Lessee harmless from any and all claims asserted against Lessee, or asserted against Lessor which adversely impact upon Lessee, for any such environmental hazards being found at or under the Leased Premises. Lessee hereby agrees to hold Lessor harmless from any and all claims asserted against Lessor for any such environmental hazards being found at or under the Leased Premises as a result of the actions or inactions of Lessee, its agents, contractors, employees or invitees. For the purposes hereof, "Environmental Hazard" shall mean any substance, chemical or waste that is identified as dangerous, toxic or hazardous and subject to Federal, state or local environmental regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

26. Intentionally Deleted.

27. Severability. In the event any one or more of the paragraphs or provisions contained in this Lease 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 Lease 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 Lease if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

28. Captions and Headings. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

29. Entire Agreement. This Lease 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 Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. This Lease 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 Lease.

30. Successors in Interest. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

31. Parties to be Reasonable. Whenever under this Lease 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.

32. 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 county health unit.

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

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

Lessor

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

[Signature]
Witness
Print Name: John Schwab

By: [Signature]
Print Name: BEN W. ADAMS, JR.
Title: COUNTY ADMINISTRATOR
Address: 4070 Lewis Speedway
St. Aug FL 32084

[Signature]
Witness
Print Name: Sandra Sheffield

Executed on 13th day of March 2000.

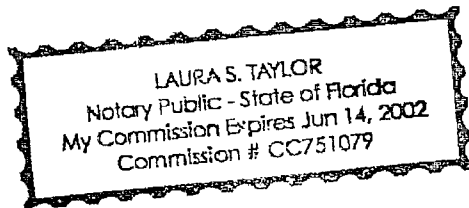
STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 13th
day of March, 2000, by Ben Adams Jr as County Administrator of
ST. JOHNS COUNTY, FLORIDA, a _____ who is personally
~~known to me~~ or who has produced _____ as
identification and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC
Print Name: _____

My Commission Expires:
(Seal)



Lessee

Signed, sealed and delivered
in the presence of:

Powertel/Jacksonville, Inc.,
a Delaware Corporation

By: T. B. Chandler
Print Name: Tim B Chandler
Title: VP Operations

Witness
Print Name: _____

Executed on 26th day of Feb, 2000

Witness
Print Name: _____

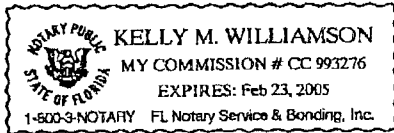
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th
day of Feb, 2000, by Tim B Chandler, as VP Operations 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.

Kelly M Williamson
NOTARY PUBLIC
Print Name: Kelly M Williamson

My Commission Expires: 2/23/05
(seal)



4601MASTER.WATER TOWER
Powertel Water Tower Lse
REV.8/28/00
J209-Muoltrie.lse.fnl

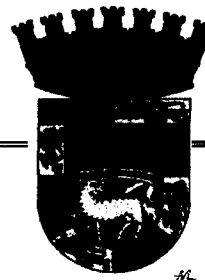
Exhibit "B" to Resolution

St. Johns County Board of County Commissioners

UTILITY DEPARTMENT
Administration Division

1205 STATE ROAD 16
SAINT AUGUSTINE, FLORIDA
32084-8646

PHONE: (904) 209-2700
FAX: (904) 209-2702



June 28, 2012

Ms. Kelly Williamson
Real Estate & Zoning Manager
Powertel/Jacksonville, Inc.
7025 A. C. Skinner Parkway
Jacksonville, Florida 32256

RE: Water Tower Lease between St. Johns County, Florida and Powertel/Jacksonville, Inc.

Dear Ms. Williamson,

In accordance with paragraph nine (9), subparagraph B of the water tower lease between St. Johns County and Powertel/Jacksonville, please accept this letter, dated June 28, 2012, as St. Johns County's two year required written notice to Powertel/Jacksonville of our intention to remove/demolish the existing water tower.

The tower is no longer used for water storage and has become a target for trespassing and vandalism. Also it has become a daily nesting area for large birds which has resulted in unsightly conditions to the tank and neighboring complaints.

We will be awaiting your response; and are open to discuss other options you may want to pursue after the tank is removed.

Sincerely,

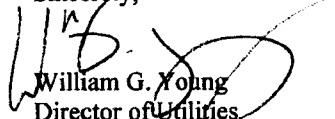

William G. Young
Director of Utilities
St. Johns County Utility Department

Exhibit "C" to Resolution

TOWER SITE GROUND LEASE

THIS TOWER SITE GROUND LEASE ("Lease") is made and entered into this _____ day of _____, 2014, between St. Johns County, a political subdivision of the State of Florida (the "County"), hereinafter referred to as "LESSOR" whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and T-Mobile South LLC, a Delaware limited liability company, hereinafter referred to as "LESSEE" whose address is 12920 SE 38th Street, Bellevue, Washington 98006.

WITNESSETH:

WHEREAS, LESSOR is the owner of a parcel of land located at 189 Wildwood Drive, St. Augustine, in St. Johns County, State of Florida, which parcel is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, certain improvements including, but not limited to, an existing water tank and associated equipment are situated on the Land; and

WHEREAS, LESSEE desires to lease from LESSOR, and LESSOR agrees to lease to LESSEE, a portion of the Land, together with a non-exclusive access and utility easement over, through and under the Land (collectively, the "Premises") for LESSEE's installation, operation and maintenance of a communication tower along with associated equipment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Premises LESSOR hereby leases and lets to LESSEE, and LESSEE hereby lets and leases from LESSOR, the Premises, which are described and depicted in the site plan attached hereto as Exhibit B and incorporated herein by this reference.

2. Lease Term. (A) Unless LESSEE terminates this Lease pursuant to subsection 26(D), below, the initial term of this Lease shall be for five (5) years commencing on the day immediately following the last day of the Review Period (as defined below) (such day being the 1st day of August, 2015 ("Commencement Date"), and ending at 11:59 p.m. on the 31st day of July, 2020, ("Expiration Date"), unless otherwise extended or sooner terminated in accordance with the provisions contained in this Lease.

(B) Provided LESSEE is not in default under this Lease beyond any applicable grace or cure period, LESSEE shall have the option to extend the Lease for up to four (4) additional and successive five (5) year terms (each, an "Extended Term").

(C) This Lease shall automatically extend for each successive Extended Term as described above, unless LESSEE provides LESSOR written notice of LESSEE's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then current term.

(D) LESSEE shall have the right to terminate this Lease during any Extended Term upon at least ninety (90) days prior written notice to LESSOR if LESSEE determines that the Premises or Communication Facility are inappropriate or unnecessary for LESSEE's operations for economic or engineering reasons.

3. Rent. (A) Base Rent. LESSEE shall pay the LESSOR rent in the amount of one thousand six hundred and 00/100 Dollars (\$1,600) per month plus all applicable taxes (the "Rent"), and subject to the increases as provided in subsection C below. The first Rent payment shall be due on the Commencement Date and each Rent payment thereafter shall be due on or before the 1st day of each month. Rent shall be payable to the LESSOR at the following address:

**St. Johns County Land Management Systems
Attention: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084**

(B) Late Fee. A late fee will be assessed if any installment of Rent is not received within ten (10) business days of its due date. This late fee charge will be five percent (5%) of the amount due.

(C) Rent Increase. The Rent shall increase annually on each anniversary of the Commencement Date by an amount equal to three and eight tenths percent (3.8%) of the then-current Rent.

(D) Prorated Rent. If this Lease is terminated for any reason other than LESSEE's default, all prepaid Rent shall be prorated as of the date of termination and any prepaid, unearned portion shall be refunded to LESSEE within forty five (45) days of the date of termination.

(E) Additional Rent. In accordance with Section 9 of this Lease, LESSEE shall pay per month Additional Rent at a rate of 20% of revenues received from licensing any space within the Premises and on the Tower to any Other Provides, prorated for any partial months.

(F) Abatement of Rent. In accordance with Section 6 of this Lease, in the event LESSEE removes any existing improvements situated on the Land, LESSEE shall be entitled to an abatement of rent in the total amount of \$48,000.00 to be assessed monthly in equal installments of \$1,600.00 beginning on the Commencement Date.

4. Communication Facility. This Lease is for the installation, operation, repair and maintenance of a wireless communications facility and uses incidental thereto in accordance with the terms of this Lease, and as required by or allowed under LESSEE'S Federal Communications Commission ("FCC") licenses (collectively, the "Communication Facility"). The Communication Facility shall include a 150-foot monopole tower with antennas and cables ("Tower") to be installed by LESSEE. The Communication Facility shall be located on the Premises as shown in Exhibit B.

5. Ownership of Communication Facility.

(A) LESSEE shall retain sole ownership of the Communication Facility during the term of this Lease. Upon the expiration or termination of this Lease as provided herein, LESSEE shall be required to remove the Communication Facility at its sole cost and expense within sixty (60) days of the expiration or termination of this Lease date, provided, however, that the LESSOR may require LESSEE to leave the Tower as-is for the LESSOR'S use, in which case ownership of the Tower shall transfer to the LESSOR and LESSOR shall thereafter be solely responsible for operating and maintaining the Tower in compliance with all applicable laws. Upon LESSEE'S removal of the Tower as provided herein (if such removal is required by LESSOR), subject to normal wear and tear, LESSEE shall restore the affected portion of the Premises to its condition prior to this Lease, including, but not limited to the removal of concrete pads and foundations to a depth of two (2) feet below grade and the filling of the property to its original grade.

(B) Temporary modular structures are not acceptable on or at the Premises without prior written approval from LESSOR.

6. Improvements.

(A) Subject to prior approval by LESSOR, LESSEE, at LESSEE's sole cost and expense, will remove existing improvements situated on or at the Premises, including, but not limited to, the water tank and associated equipment by September 1, 2015. LESSEE shall be entitled to an abatement of Rent as provided in Section 3 of this Lease as reimbursement for the expense of removing said existing improvements. LESSOR shall provide LESSEE with copies of any reports, tests or other relevant information relating to the existing water tank and associated equipment, including, without limitation, any information relating to lead-based paint.

(B) LESSEE shall improve the Premises by constructing and installing the Communication Facility. Prior to such construction and installation, LESSEE shall provide all plans and specifications related to the Communication Facility for review and approval. After review by the LESSOR, the approved plans and specifications shall be attached to this Agreement as Exhibit C, and shall be incorporated herein. Any changes to the approved plans and specifications shall be subject to prior approval by the County, which shall not be unreasonably withheld, conditioned or delayed. Moreover, LESSEE shall not modify, add to, upgrade or otherwise alter the Communication Facility without

LESSOR's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

7. Construction Commencement. (A) LESSEE shall provide LESSOR with the name of the contractor that will construct and install the Communication Facility. All improvements shall be constructed in a good workmanlike manner and in compliance with any applicable laws, rules, building codes, ordinances and regulations. LESSEE shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by LESSEE.

(B) Within thirty (30) days after the installation of the improvements on the Premises, LESSEE shall provide LESSOR'S Building Department with as-built drawings showing the actual location of the improvements consistent with Exhibit C.

8. St. Johns County Land Development Code. Provisions of the St. Johns County Land Development Code, including but not limited to those provisions related to the placement and construction of the Tower; the fencing of the Premises; and the posting of a bond, escrow account or letter of credit to assure the removal of abandoned tower structure, apply to this Lease.

9. Use by Other Providers. (A) LESSEE shall construct the Tower so that in addition to LESSEE's equipment, the Tower can structurally support at least four (4) additional communications providers (each, an "Other Provider" and collectively, the "Other Providers"), and LESSEE shall make adequate space available on the Tower for the Other Providers. Any cost incurred for improvements or maintenance to the Tower as a result of its use by Other Providers will not be paid by the LESSOR.

(B) Upon prior written notice to and approval by LESSOR, LESSEE may license space within the Premises and on the Tower to Other Providers. If LESSEE licenses space to any Other Provider, LESSEE shall pay LESSOR as additional rent 20% of revenues received from licensing any space within the Premises and on the Tower to any Other Provides, prorated for any partial months, and LESSEE's obligation to pay such additional rent to LESSOR shall be effective as of the commencement date of the Other Provider's license with LESSEE, which date LESSEE shall notify LESSOR of in writing.

(C) If LESSEE's license with any Other Provider terminates for any reason, the additional rent that LESSEE pays LESSOR pursuant to this provision shall be reduced accordingly effective as of the termination date of the license, which date LESSEE shall notify LESSOR of in writing. Any additional rent payments made pursuant to this subsection shall be payable to the LESSOR at the same time and place as set forth in Section 3.

(D) Before allowing the Other Provider(s) to locate on the Tower, LESSEE shall require such Other Provider(s) to submit to LESSEE and LESSOR an inter-modulation study indicating whether their intended use of and location of their antennas, cables, and equipment the Tower will interfere with any existing communication facilities on the

Tower, or any nearby communications facilities, and an engineering study indicating whether the Tower is able to structurally support their antenna facilities. This inspection shall be conducted by an RF Engineer acceptable to the LESSOR.

(E) LESSEE shall submit to the LESSOR a copy of any license or lease agreement with each, or any Other Provider, and upon receipt of any such copies. In accordance with applicable provisions of Chapter 119, Florida Statutes, LESSOR will keep such information strictly confidential.

10. Interference. (A) Prior to installing the Communication Facility, LESSEE shall obtain and provide to the LESSOR at LESSEE'S expense, an inter-modulation study indicating that LESSEE'S Communication Facility will not interfere with any nearby public safety communication facilities, including communications facilities used for 911, police, fire, and emergency medical services (collectively "Public Safety System").

(B) LESSEE's installation, operation, use and maintenance of the Communication Facility shall not cause interference with any Public Safety System. LESSEE acknowledges that interference with operation of any Public Safety System could cause irreparable harm. In the event that there is interference to any Public Safety System caused by LESSEE's equipment, LESSOR is authorized hereunder to cease all operations which are suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. LESSOR agrees to provide reasonable advance notice of such activities to LESSEE and to reasonably cooperate with LESSEE to eliminate the cause of such interference in order to restore operations.

(C) LESSEE shall immediately power down its Communication Facility and cease all operations that interfere with any Public Safety System, until the interference has been eliminated, however, that LESSEE may perform tests on its Communication Facility as are reasonably necessary to determine the cause of the interference and whether the interference has been eliminated. LESSEE shall take all measures reasonably necessary to correct and eliminate the interference, and the LESSOR shall cooperate with LESSEE to the extent reasonable in order to eliminate the interference. If the interference is not eliminated to the reasonable satisfaction of the LESSOR within thirty (30) days after LESSEE'S receipt of written notice from the LESSOR, and such interference is a threat to the public health, safety or welfare, the LESSOR may immediately terminate this Lease with no further duties or obligations hereunder.

11. Maintenance. (A) LESSEE shall have sole responsibility for the maintenance, repair, and security of the Communication Facility and Premises, and shall keep the same in good repair and condition during the Lease terms, provided, however, LESSEE will not be responsible for the maintenance, repair or security of equipment on the Premises belonging to the LESSOR or Other Providers, unless LESSEE has caused the need for such maintenance, repair or security.

(B) LESSEE shall keep the Premises free of debris and any dangerous, noxious, or offensive matter that would create a hazard or undue vibration, heat, noise, or signal interference.

(C) Except as set forth below, in order to minimize disruption to the surrounding area normal maintenance and repair to the Communication Facility shall be conducted between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday, excluding legal holidays. If normal maintenance is to be conducted at any other time, then LESSEE shall coordinate the time with the LESSOR and place appropriate notices as approved by the LESSOR of the time of the maintenance on or at the Premises. LESSEE shall telephonically notify the LESSOR at least 24 hours in advance of its need to enter the Premises after the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday. Emergency maintenance and repairs to the Communication Facility may be conducted at any reasonably necessary time. LESSEE shall telephonically notify the LESSOR as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Premises.

12. Taxes. LESSEE shall pay all applicable real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease. LESSEE shall pay all applicable personal property taxes and all applicable taxes on all rents pursuant to Chapter 212, Florida Statutes.

13. Utilities. LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its Communication Facility, and shall timely pay all costs associated therewith. LESSEE shall have the right to obtain separate utility service (including, without limitation, electrical power, telephone and optical fiber service) from any utility company authorized to provide such service to the Premises, and LESSOR will reasonably cooperate with LESSEE's efforts to obtain utility service for the Communication Facility. LESSEE may also provide power to the Premises through a standby power generator for LESSEE'S exclusive use.

14. Compliance With Laws. (A) LESSEE shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations (including, but not limited to laws, rules, and regulations issued by FCC, Federal Aviation Administration, US Department of Homeland Security, and St. Johns County in connection with the installation, use, operation, repair, and maintenance of the Communication Facility. The payment of any penalties for fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be LESSEE'S responsibility.

(B) The LESSOR shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the Land.

(C) LESSEE's lease of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority. Consistent with Section 26 of this Lease, the LESSOR agrees to cooperate with LESSEE, at LESSEE's expense in applying for and obtaining all licenses, permits, and

other necessary approvals required for LESSEE's installation and operation of the Communication Facility on the Premises. LESSEE shall erect, maintain, and operate the Communication Facility in accordance with site standards, state statutes, ordinances, rules, and regulations issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliances with, the foregoing shall be LESSEE'S responsibility.

15. Net Lease. The LESSOR shall not be required to make any repairs or improvements to the Premises. LESSEE shall be responsible for all costs associated with its use and operation of the Premises, including, but not limited to any real and personal property taxes directly attributable to the Premises and LESSEE's improvements.

16. Signs. LESSEE may place only such signs on the Tower as required by governmental regulations, no other signs are allowed, except as may be allowed during a declared emergency or disaster emergency situation.

17. Access. LESSOR reserves the right to enter the Premises at all reasonable times, and upon prior notice to LESSEE, in order to examine and inspect the Premises. Subject to the provisions of Section 11(C), above, LESSEE shall have access to the Premises 24 hours a day, 7 days a week, via the easement described in Exhibit "B" in order to install, maintain, operate and repair its Communication Facility.

18. Assignment of Lease. (A) LESSEE shall not assign, transfer or sublet this Lease in whole or in part, or sublet all or any part of the Premises without the LESSOR'S prior written consent, such consent not to be unreasonably withheld.

(B) Notwithstanding subsection (A) above, LESSEE may assign its interest in this Lease upon written notice to the LESSOR in the event that, (i) the assignee of LESSEE'S interest is a principal, affiliate or subsidiary of LESSEE, (ii) the assignee of LESSEE'S interest acquires all or substantially all of LESSEE'S assets through merger or acquisition, or (iii) LESSEE pledges its interest in this Lease to an institutional lender as security for the repayment of a loan, and LESSEE collaterally assigns its interest in this Lease to such institutional lender.

(C) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC section 101. et seq., shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to LESSOR an instrument confirming such assumption. Any monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR, shall be the exclusive property of the LESSOR, and shall not constitute property of the LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code.

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

20. Insurance. (A) LESSEE agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, coverage to include bodily injury, personal injury, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(B) Workers' compensation insurance meeting applicable statutory requirements (include appropriate Federal Acts) and employer's liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident, \$500,000.00 disease/policy limit, \$100,000.00 disease each employee.

(C) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(D) Builder's Risk Insurance together with an installation floater or equivalent property coverage covering the Communication Facility. Upon completion of the installation of the Communication Facility, LESSEE shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) Insurance Companies. All insurance shall be effective under valid and enforceable policies, insured by insurers licensed to do business in the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

(F) Deductibles. The insurance Certificate shall specify the deductibles for each type of insurance required by this Lease, except Workers' Compensation insurance. LESSEE agrees to indemnify and save harmless the LESSOR from, and against, the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(G) Failure to Maintain Insurance. If LESSEE fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Lease, such failure will be a default subject to Section 38 of this Lease.

21. Financing. LESSEE may not encumber LESSOR property through an institutional or other financing entity for the construction or improvements of the Communication Facility.

22. Treatment in Bankruptcy. The parties to this Lease hereby expressly agree and acknowledge that in the event that during the term of this Lease LESSEE becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq., this Lease shall be treated as an “unexpired lease of non-residential real property” for the purpose of section 365 of the Bankruptcy Code, and accordingly, shall be subject to the provision of subsections (d) (3) and (d)(4) of said section 365.

23. Force Majeure. If a party is delayed or prevented from the performance of its obligations(s) under this Lease (except for the payment of monetary obligations) by reason of hurricanes, landslides, strikes, lockouts, power failure, riots, war, acts of God, or other reasons of similar nature, not the fault of the party delayed in performing its obligation(s), such party is excused from such performance for the period of delay. The period of the performance of any such act shall then be extended for the period of such delay.

24. Hold Over. Any hold over after the expiration of the term hereof, with the consent of the LESSOR, shall be construed to be a tenancy from month-to-month at a rate increase of twenty percent (20%) of the then current Rent (prorated on a monthly basis).

25. Indemnification. (A) Disclaimer of Liability. The LESSOR shall not be liable for injury or damage occurring to any person or property arising out of LESSEE’S demolition, construction, installation, operation, use, repair, and maintenance of improvements situated on the Premises.

(B) Indemnification. The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities, and liens arising from the sole negligence or intentional misconduct of the LESSOR, its employees, agents, or contractors, and shall survive the termination of this Lease. LESSEE shall, at its sole cost and expense, indemnify, defend and hold harmless the LESSOR, its representatives, employees, elected and appointed officials from and against:

- (i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the LESSOR by reason of any act or omission of LESSEE, its personnel, employees, agents, contractors, or

subcontractors, resulting in property damage, bodily injury, or death to any person, or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Communication Facility, or LESSEE'S failure to comply with any federal, state, or local statute, ordinance or regulation.

- (ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by, or asserted against, the LESSOR by reason or any claim or lien arising out of work, labor, materials, or supplies provided or supplied to LESSOR, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Communication Facility, and upon the written request of the LESSOR, shall cause such claim or lien covering the LESSOR'S property to be discharged or bonded within thirty (30) days following such request.

26. Review Period. (A) The obligations of LESSEE and LESSOR under this Lease are expressly subject to, and conditioned upon, LESSEE'S ability to use the Premises for its intended use as a communications facility. LESSEE and LESSOR agree that LESSEE shall be granted a Review Period beginning on November 18, 2014, and ending on July 31st, 2015. During the Review Period LESSEE, or its agents, shall conduct necessary tests and secure required governmental approvals as further specified herein. During this Review Period, LESSEE agrees to pay LESSOR a lump sum amount of One Thousand and No/100 Dollars (\$1,000) designated as a non-refundable inspection fee.

(B) The rights granted to LESSEE, or its agents, during the Review Period include the following:

- (i) The non-exclusive right and easement for pedestrian and vehicular ingress and egress to the Land and its Premises;
- (ii) The right to survey the Land and the Premises;
- (iii) The right to conduct tests and investigations, which may include, but shall not be limited to, soil boring tests, radio coverage tests, and any other tests or investigations necessary to determine the feasibility and suitability of the Land for LESSEE'S proposed use. This shall include the right to bring onto the Land and Premises any equipment and machinery, including vans, trucks and cranes, that may be reasonably necessary to conduct these tests.

(iv) During the Review Period and during the term of this Lease, LESSOR agrees to cooperate with LESSEE in its efforts to obtain all required developmental approvals, licenses and permits, from any and all jurisdictions with authority over the Premises, including but not limited to any building, zoning, variance, special use permit or other permit(s) legally necessary in connection with LESSEE'S intended use of the Premises. The LESSOR'S cooperation shall include, but not be limited to, the execution and delivery to LESSEE all requested forms, consents and applications as are reasonably necessary and appropriate for the obtaining of said approvals. However, it is understood and agreed by the parties hereto that no provision of this Lease constitutes or implies that any governmental approval for construction, maintenance, or use of the contemplated communications tower facility will or must be granted.

(C) At any time during the Review Period, whether or not all tests have been completed or all approvals have been obtained, LESSEE, in its sole discretion, shall have the right to terminate this Lease based upon LESSEE's inability to use the Premises for its intended use as a communications facility. Under such circumstances, any monies paid to the LESSOR under the provisions of this Lease shall be non-refundable and retained by LESSOR.

(D) At the end of the Review Period, provided that this Lease has not been terminated as provided above, the initial term of this Lease shall begin on the Commencement Date, and the Water Tower Lease dated March 13, 2001, by and between LESSOR and LESSEE's predecessor in interest, Powertel/Jacksonville, Inc., shall terminate and neither party shall have any further rights, duties or obligations thereunder.

27. Survey. LESSEE shall have the right to survey the Land and the Premises, at its sole expense. The survey legal description shall then replace Exhibits "A" and/or "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 Lease. Both LESSEE and LESSOR agree that the Premises and survey legal description will not substantially deviate from the site approved by both parties, unless such deviation is mutually approved by the parties hereto. Upon LESSOR'S request, LESSEE agrees to provide LESSOR with a copy of the completed survey.

28. Hazardous Material Indemnification. (A) "Hazardous Material" shall mean any petroleum or petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, material, chemical or waste defined or designated as hazardous, toxic, dangerous, radioactive or other similar terms by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time and it shall be interpreted to include, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(B) The LESSEE represents and warrants that it will not generate, use, transport, store, or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance. LESSEE further agrees to indemnify and hold the LESSOR harmless from and against any damage, liability, loss, claims or costs (including reasonable attorneys fees and costs) as a result of any release of Hazardous Material by LESSEE in violation of such statute, rule, law, etc., or of LESSEE'S breach of any warranty, representation or agreement contained herein.

(C) The LESSOR represents and warrants that it will not generate, use transport, store or dispose of any Hazardous Material on or about the Premises in violation of any applicable statute, regulation, rule, law, or ordinance. To the extent permissible by law, LESSOR agrees to indemnify and hold LESSEE harmless from and against damage, liability, loss, claims or costs (including reasonable attorney's fees and costs) as a result of any release of Hazardous Material by the LESSOR in violation of such statute, law, rule, regulation, guideline, or policy, or the LESSOR'S breach of any warranty, representation or agreement contained herein.

29. Acceptance of Premises. By execution of this Lease, LESSEE accepts the Premises in the condition existing as of the Commencement Date of this Lease. By execution of this Lease does not hereby waive Section 26, called the Review Period of this Lease. Except as otherwise expressly provided in this Lease, LESSOR makes no representation or warranty with respect to the condition of the Premises and the LESSOR shall not be liable for any latent or patent defect in the Premises.

30. Estoppel Certificate. Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party delivery to the requesting party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) the party requesting the Estoppel Certificate is not in default under any provisions of the Leases; and (d) such other matters as the party may reasonably request.

31. Notices. All notices, requests, demands, and other communications hereunder ("Notices") shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a nationally recognized courier service, to the following addresses:

If to LESSOR:

St. Johns County Land Management Systems
Attn: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084

If to LESSEE:

T-Mobile South LLC

12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance (9JK0209)

Except as otherwise provided in this Lease, any notices shall be deemed received only upon actual delivery at the addresses set forth above.

32. Attorney Fees and Costs. In reference with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the parties, whether LESSEE or LESSOR, shall bear all their own expenditures including their attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post-judgment proceedings..

33. Entire Agreement. This Lease 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 Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. Time is of the essence in this Lease.

34. License. LESSEE is responsible and liable for obtaining and renewing all local, state and federal licenses affiliated with the operation of a communications facility. LESSEE is to make available upon issuance of these licenses copies of each required license within 15 days of issuance to the LESSOR. Should LESSEE fail to maintain these licenses in good standing this Lease will be terminated by the LESSOR without requiring further written notification from the LESSOR.

35. Condemnation. In the event the Premises is taken by eminent domain, this Lease shall automatically terminate as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, LESSEE shall not be entitled to any portion of the award paid for the taking, and LESSEE hereby expressly waives any right or claim to any portion thereof and all such damages shall belong to the LESSOR. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Premises, shall belong to the LESSOR. The LESSEE shall have the right to claim and recover from the condemning authority, but not from the LESSOR, its fixtures and such compensation as may be separately awarded or recoverable by LESSEE for diminution in value of the Communication Facility, any and all damage to LESSEE'S business and any costs or expenses incurred by LESSEE in moving/removing its Communication Facility.

36. Permits and Licenses. LESSEE, at LESSEE's sole cost at expense, shall be required to secure and maintain for the duration of this Lease, any and all applicable permits, licenses, and approvals that are required for, or associated with LESSEE's use of the Premises.

37. Equipment Removal. LESSEE shall provide either a surety bond, third party controlled escrow account, insurance policy (which may be a blanket policy) or standby

letter of credit, in each case reasonably acceptable to the St. Johns County Administrator as to form and financial condition of the issuer, securing the obligations of the Applicant to dismantle the Communication Facility as required by Section 6.08.12.N of the St. Johns County Land Development Code. The bond, insurance policy or letter of credit shall be payable to the Board of County Commissioners of St. Johns County and shall provide to the County funds equal to the lesser of twenty-five thousand dollars (\$25,000) or one hundred fifty percent (150%) of the estimated cost of dismantling the Communication Facility (net of salvage value), as evidenced by a certificate of a Florida Professional Engineer or other evidence reasonably satisfactory to the St. Johns County Administrator. Each such bond, insurance policy, or letter of credit shall be maintained in force for a minimum fifteen (15) years and thereafter for additional periods designated by the St. Johns County Administrator if the Communication Facility remains in place at the end of the original fifteen year term. Such financial security shall be payable to the LESSOR if the Applicant is in default of its obligation under Section 6.08.12.N of the St. Johns Land Development Code to dismantle the Communication Facility and all proceeds shall be used to pay the cost of such dismantling and removal.

38. Default.

(A) LESSEE shall be in default under this Lease if it fails to (i) pay any installment of Rent within ten (10) days after receiving written notice of such failure from LESSOR, or (ii) perform any non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSOR, provided, however, that LESSEE shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSEE fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSOR shall have the right to immediately terminate the Lease upon written notice to LESSEE.

(B) LESSOR shall be in default under this Lease if it fails to perform any non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSEE, provided, however, that LESSOR shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSOR fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSEE shall have the right to immediately terminate the Lease upon written notice to LESSOR.

39. Memorandum. At its sole cost, LESSEE shall have the right to record the Memorandum of Tower Site Ground Lease, attached hereto as Exhibit D and incorporated herein by this reference, in the County's real estate records.

40. Quiet Enjoyment. As of the execution date of this Lease and at all times during the initial term and any renewal terms of this Lease, LESSOR covenants and warrants to LESSEE that (i) LESSOR has full right, power and authority to execute and perform this Lease; (ii) LESSOR has good and unencumbered fee title to the Land free and clear of

any liens or mortgages, except those heretofore disclosed in writing to LESSEE and which will not interfere with LESSEE's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR; and (iv) LESSEE's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as LESSEE is not in default beyond any applicable grace or cure period.

41. Governing Law and Venue. This Lease shall be governed by and construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Lease shall be in St. Johns County, Florida.

42. Miscellaneous. If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the last date written below.

LESSOR/COUNTY

Signed, sealed and delivered
In the presence of:

St. Johns County, a political
subdivision of the State of Florida

Witness
Print Name: _____

By: _____

Michael D. Wanchick, County Administrator

Witness
Print Name: _____

Date: _____

LESSEE

Signed and delivered
In the presence of:

T-Mobile South LLC

Witness
Print Name _____

By: _____

Print Name: _____

Witness
Print Name _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF St. Johns County

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Michael D. Wanchick as County Administrator of St. Johns County, who is personally known to me or who has produced _____ as identification and who did or (did not) take an oath.

My commission expires:

NOTARY PUBLIC
Print Name: _____

LESSEE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____, of T-Mobile South LLC, a Delaware limited liability company, on behalf of the limited liability company. He or she is personally known to me or has produced _____ as identification and who did take an oath.

My commission expires:

NOTARY PUBLIC
Print Name: _____

Exhibit "A" to Tower Site Ground Lease

Being a part of that land described in O. R. Book 461, Page 385, and being more fully described as follows: Being all of said property described in O. R. Book 461, Page 385, less and except the South 140 feet thereof, and described as follows: Commence at the intersection of the South line of Section 38, Township 8 South, Range 30 East, with the Range line between Range 29 East and Range 30 East; thence North $0^{\circ} 32'$ West on said Range line, 558.69 feet; thence continuing on said Range line North $2^{\circ} 10'$ West a distance of 1876.17 feet; thence North $87^{\circ} 57'$ East (653.40 feet southerly of and parallel to the southerly right-of-way of Wildwood Drive, a 66 foot right-of-way) a distance of 400 feet; thence North $2^{\circ} 10'$ West (parallel to the West line of Section 48) a distance of 140 feet to the Point of Beginning; then continue North $2^{\circ} 10'$ West a distance of 513.40 feet to a point in the southerly right-of-way of Wildwood Drive; thence South $14^{\circ} 15' 18''$ East a distance of 525.27 feet; thence South $87^{\circ} 57'$ West a distance of 110.0 feet to the point of beginning.

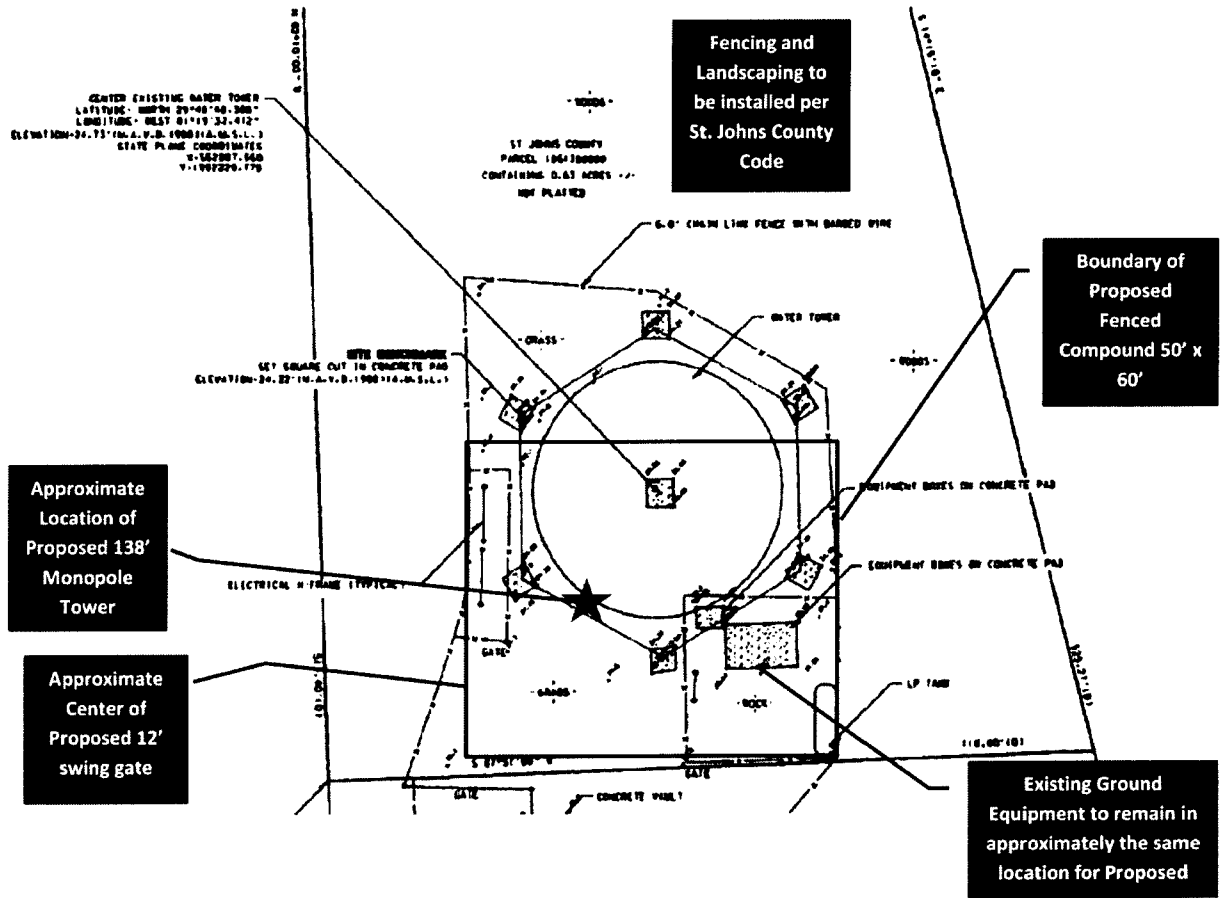
Exhibit "B" to Tower Site Ground Lease
Page 1 of 2

Being a part of that land described in O. R. Book 461, Page 385, and being more fully described as follows: Being all of said property described in O. R. Book 461, Page 385, less and except the South 140 feet thereof, and described as follows: Commence at the intersection of the South line of Section 38, Township 8 South, Range 30 East, with the Range line between Range 29 East and Range 30 East; thence North 0° 32' West on said Range line, 558.69 feet; thence continuing on said Range line North 2° 10' West a distance of 1876.17 feet; thence North 87° 57' East (653.40 feet southerly of and parallel to the southerly right-of-way of Wildwood Drive, a 66 foot right-of-way) a distance of 400 feet; thence North 2° 10' West (parallel to the West line of Section 48) a distance of 140 feet to the Point of Beginning; then continue North 2° 10' West a distance of 513.40 feet to a point in the southerly right-of-way of Wildwood Drive; thence South 14° 15' 18" East a distance of 525.27 feet; thence South 87° 57' West a distance of 110.0 feet to the point of beginning.

Together with a non-exclusive easement over the West 12.0 feet of the South 140 feet of that parcel of land described in O. R. 461, Page 385, public records of St. Johns County, Florida, all lying in Section 48, Township 8 South, Range 30 East, containing 0.65 acres.

Also together with that certain Grant of Easement recorded in Official Records Book 1581, page 1183, of the public records of St. Johns County, Florida.

Exhibit "B" to Tower Site Ground Lease
 Page 2 of 2



After Recording, Mail To:

APN:

Loan No.

MEMORANDUM OF LEASE

A Tower Site Ground Lease (the "Lease") by and between St. Johns County, a political subdivision of the State of Florida ("Lessor") and T-Mobile South LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property (as more particularly described in the Lease the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Lessor and Lessee hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Lessor has granted Lessee the right to perform due diligence on the Premises from _____, 2014 through July 31, 2015 (the "Review Period") on the terms and conditions described in this Agreement.
3. Provided that Lessee does not terminate the Lease prior to the expiration of the Review Period, the initial term of the Lease shall be for five (5) years and will commence on August 1, 2015 (the "Commencement Date").
4. Lessee shall have the right to extend the Lease for four (4) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

Exhibit "D" to Tower Site Ground Lease
Page 2 of 5

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Lessor: St. Johns County, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

Witnesses:

Name: _____

Name: _____

Lessee: T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Witnesses:

Name: _____

Name: _____

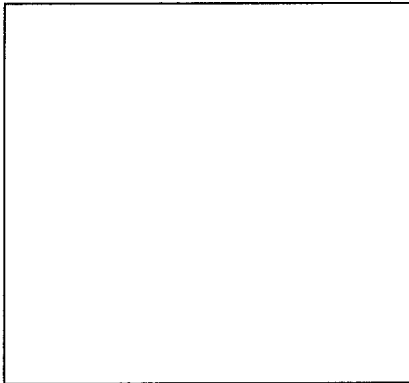
Notary block for Lessor

STATE OF FLORIDA

COUNTY OF ST. JOHNS

This instrument was acknowledged before me on _____ by Michael D. Wanchick, County Administrator of St. Johns County a political subdivision of the State of Florida, on behalf of said St. Johns County.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public

Print Name _____

My commission expires _____

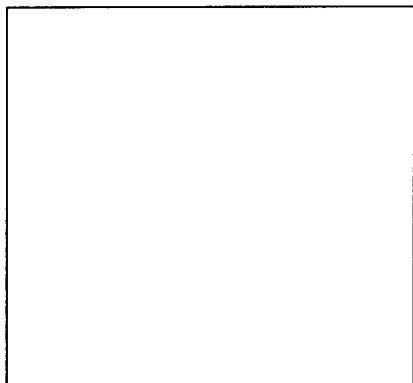
Notary block for Lessee

STATE OF FLORIDA

COUNTY OF DUVAL

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of T-Mobile South LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Being a part of that land described in O. R. Book 461, Page 385, and being more fully described as follows: Being all of said property described in O. R. Book 461, Page 385, less and except the South 140 feet thereof, and described as follows: Commence at the intersection of the South line of Section 38, Township 8 South, Range 30 East, with the Range line between Range 29 East and Range 30 East; thence North $0^{\circ} 32'$ West on said Range line, 558.69 feet; thence continuing on said Range line North $2^{\circ} 10'$ West a distance of 1876.17 feet; thence North $87^{\circ} 57'$ East (653.40 feet southerly of and parallel to the southerly right-of-way of Wildwood Drive, a 66 foot right-of-way) a distance of 400 feet; thence North $2^{\circ} 10'$ West (parallel to the West line of Section 48) a distance of 140 feet to the Point of Beginning; then continue North $2^{\circ} 10'$ West a distance of 513.40 feet to a point in the southerly right-of-way of Wildwood Drive; thence South $14^{\circ} 15' 18''$ East a distance of 525.27 feet; thence South $87^{\circ} 57'$ West a distance of 110.0 feet to the point of beginning.

Together with a non-exclusive easement over the West 12.0 feet of the South 140 feet of that parcel of land described in O. R. 461, Page 385, public records of St. Johns County, Florida, all lying in Section 48, Township 8 South, Range 30 East, containing 0.65 acres.

Also together with that certain Grant of Easement recorded in Official Records Book 1581, page 1183, of the public records of St. Johns County, Florida.

Exhibit "D" to Resolution

After Recording, Mail To:

APN:

Loan No.

MEMORANDUM OF LEASE

A Tower Site Ground Lease (the "Lease") by and between St. Johns County, a political subdivision of the State of Florida ("Lessor") and T-Mobile South LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property (as more particularly described in the Lease the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Lessor and Lessee hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Lessor has granted Lessee the right to perform due diligence on the Premises from _____, 2014 through July 31, 2015 (the "Review Period") on the terms and conditions described in this Agreement.
3. Provided that Lessee does not terminate the Lease prior to the expiration of the Review Period, the initial term of the Lease shall be for five (5) years and will commence on August 1, 2015 (the "Commencement Date").
4. Lessee shall have the right to extend the Lease for four (4) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Lessor: St. Johns County, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

Witnesses:

Name: _____

Name: _____

Lessee: T-Mobile South LLC

By: _____

Printed Name: David Seale

Title: Director, Network Eng. & Ops.

Date: _____

Witnesses:

Name: _____

Name: _____

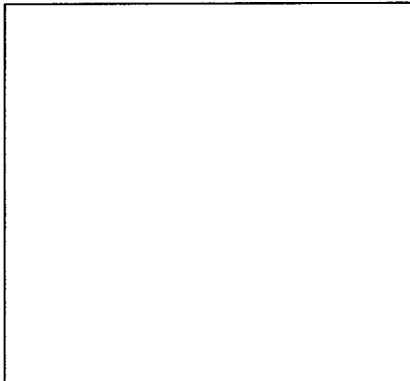
Notary block for Lessor

STATE OF FLORIDA

COUNTY OF ST. JOHNS

This instrument was acknowledged before me on _____ by Michael D. Wanchick, County Administrator of St. Johns County a political subdivision of the State of Florida, on behalf of said St. Johns County.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public

Print Name _____

My commission expires _____

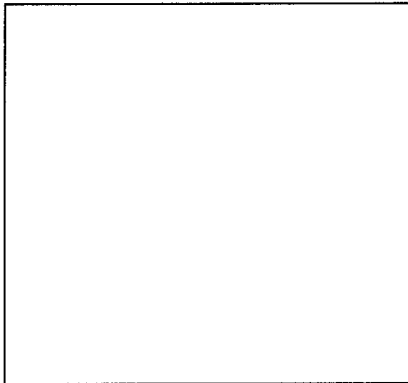
Notary block for Lessee

STATE OF FLORIDA

COUNTY OF DUVAL

I certify that I know or have satisfactory evidence that David Seale is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Network Eng. & Ops. of T-Mobile South LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

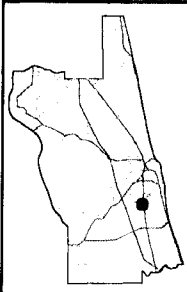
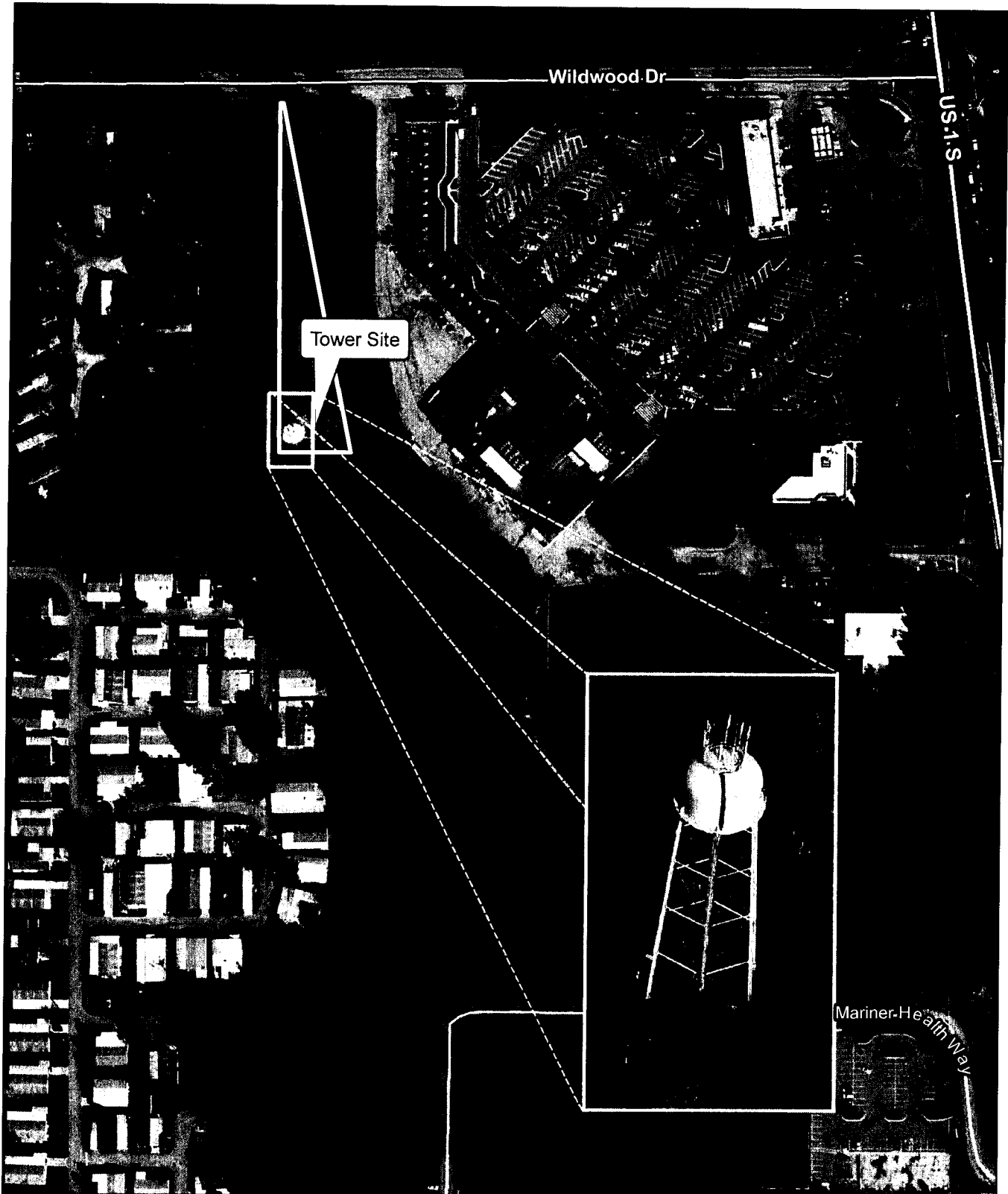
Memorandum of Lease - Exhibit A
Legal Description


The Property is legally described as follows:

Being a part of that land described in O. R. Book 461, Page 385, and being more fully described as follows: Being all of said property described in O. R. Book 461, Page 385, less and except the South 140 feet thereof, and described as follows: Commence at the intersection of the South line of Section 38, Township 8 South, Range 30 East, with the Range line between Range 29 East and Range 30 East; thence North $0^{\circ} 32'$ West on said Range line, 558.69 feet; thence continuing on said Range line North $2^{\circ} 10'$ West a distance of 1876.17 feet; thence North $87^{\circ} 57'$ East (653.40 feet southerly of and parallel to the southerly right-of-way of Wildwood Drive, a 66 foot right-of-way) a distance of 400 feet; thence North $2^{\circ} 10'$ West (parallel to the West line of Section 48) a distance of 140 feet to the Point of Beginning; then continue North $2^{\circ} 10'$ West a distance of 513.40 feet to a point in the southerly right-of-way of Wildwood Drive; thence South $14^{\circ} 15' 18''$ East a distance of 525.27 feet; thence South $87^{\circ} 57'$ West a distance of 110.0 feet to the point of beginning.

Together with a non-exclusive easement over the West 12.0 feet of the South 140 feet of that parcel of land described in O. R. 461, Page 385, public records of St. Johns County, Florida, all lying in Section 48, Township 8 South, Range 30 East, containing 0.65 acres.

Also together with that certain Grant of Easement recorded in Official Records Book 1581, page 1183, of the public records of St. Johns County, Florida.




 2013 Aerial Imagery
 0 100 200
 Feet
 March 24, 2014

Tower Site
Ground Lease
T-Mobile South, LLC
at Wildwood Drive

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0794
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

