

RESOLUTION NO. 2015 - 141

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A COMMUNICATION TOWER EASE AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE CITY OF JACKSONVILLE BEACH, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the City of Jacksonville Beach owns the communication tower described in Exhibit A of the attached lease; and

WHEREAS, the County is installing an Automated Meter Reading (AMR) system in the area and this tower location meets all of the Radio Frequency (RF) requirements; and

WHEREAS, subject to the terms and conditions contained in the attached agreement, the County and the City of Jacksonville Beach mutually seek to enter into the attached agreement; and

WHEREAS, entering into this agreement serves a public purpose by aiding in the efficient reading of water meters; and

WHEREAS, to the extent that there are typographical, scrivener 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.

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

Section 1. The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached Communication Tower Lease Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. The Clerk of Court is instructed to record the original Communication Tower Lease Agreement in Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 19th day of May 2015.

ATTEST:

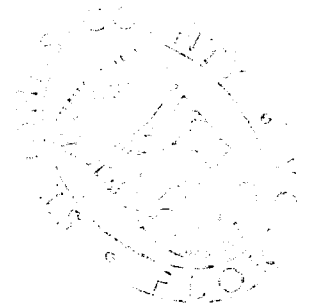
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Attest: Pam Halteunen
Deputy Clerk

By: [Signature]
Priscilla L. Bennett, Chair

Effective Date: May 19, 2015

RENDITION DATE 5/21/15



CITY OF JACKSONVILLE BEACH

COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS SPACE LEASE AGREEMENT made and entered into as of the **19th** day of **May, 2015** between the City of Jacksonville Beach, with a principal place of business 11 North Third Street, Jacksonville Beach, Florida 32250 (“City”), and, **St Johns County**, with a principal place of business at 500 San Sebastian View, St. Augustine, FL 32084 (“Tenant”).

W I T N E S S :

A. City owns a certain tract of land, with improvements thereon, in Exhibit A (the “Leased Site” or “Site”).

B. City owns a tower on the Site for the transmission and reception of transmit and receive frequency signals (the “Tower”).

C. Tenant desires to lease space on the Tower for installation and maintenance of certain equipment in conjunction with business activities conducted by Tenant.

CITY AND TENANT AGREE AS FOLLOWS:

ARTICLE I
SPACE LEASED

Section 1.01. **Tenant’s Space**: City leases to Tenant the space, designated by City, at the approximate foot level of the Tower as depicted on Exhibit A (the “Leased Site”), for installation operation and maintenance by Tenant of equipment of the type listed or described on Exhibit A solely for broadcast operations including only those frequencies listed on Exhibit A or such other frequencies as may be approved by City in writing.

ARTICLE II
TERM

Section 2.01. **Initial Term**: This Lease shall be for a term of **five (5)** years(s) commencing on **June 1st, 2015** and expiring at midnight on **May 31st 2020** (the “Initial Term”).

Section 2.02. **Renewal Terms**: This Lease shall automatically renew for three successive renewal terms of **five (5) year(s)** each thereafter (the “Renewal Terms”), unless at least ninety (90) days prior to the expiration of the Initial Term, or any Renewal Term, Tenant shall have given City written notice of termination.

Section 2.03. **Holdover by Tenant**: If, after termination or expiration of this Lease, Tenant shall hold over and remain in possession of the Space or any part thereof, Tenant shall be deemed a tenant at sufferance, subject to the provisions of this Lease. The rent payable during any holdover period shall be one hundred fifty percent (150%) of the rent in effect immediately preceding termination or expiration.

ARTICLE III

RENT

Section 3.01. Payment of Rent: Tenant shall pay City, as rent, for the Space the amounts set forth on Exhibit B, together with any State, County or local taxes applicable, at the office of the City. Rent shall be paid in monthly installments in advance, without prior notice or invoice by City, on or before the first day of each month and without offset or deduction. Rent shall be mailed to the City of Jacksonville Beach, c/o Finance Department, 11 North Third Street, Jacksonville Beach, FL 32250.

Section 3.02. Late Charges: If any installment of rent is not paid within ten (10) days after the due date, or if any additional rent is not paid when due, Tenant shall pay a late charge equal to one and one-half percent (1½ %) monthly of the amount of the outstanding balance due to City. Late charges will be payable by Tenant on the first day of each succeeding month on all outstanding amounts, including previously assessed late charges. Late charge assessments shall be in addition to City's other remedies under this Lease.

ARTICLE IV

USE OF SPACE BY TENANT

Section 4.01. Prior Installations: "Pre-Existing Tenants" shall be defined as those frequencies of all tenants having the right to broadcast and or receive a signal from the Tower under existing leases or lease commitments ("Pre-Existing Tenants"). On Tenant's behalf, City has used its best efforts to evaluate the potential for incompatibility or interference between Tenant's operating signal(s) and the operating signals of Pre-Existing Tenants, but City has assumed no responsibility whatsoever in connection with this evaluation. Tenant agrees that Pre-Existing Tenants shall have prior rights on the Tower, and in the event that Tenant's signal is incompatible with or causes interference to the signal of any Pre-Existing Tenant, then Tenant shall be solely obligated to effect necessary modifications to eliminate the interference or incompatibility. In the event Tenant does not promptly, and at its sole expense, correct the condition resulting in interference, City may, upon giving prior written, fax or telephone notice to Tenant, turn off the electrical power to Tenant's equipment until the condition resulting in interference is corrected. In the event that such interference cannot be corrected within a reasonable period of time, the parties recognize that it is in their mutual interests to cancel this Lease, and such cancellation shall become effective upon written notice by City to Tenant. The provisions of this Section 4.01 shall not apply to modifications in the broadcast operations of a Pre-Existing Tenant which are initiated on or after the date on which Tenant first begins its broadcast operations on the Tower, in which event the resolution of any resulting interference or incompatibility will be governed solely by the provisions of Article V of this Lease.

Section 4.02. No Warranty or Representation by City: NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY CITY WITH RESPECT TO THE SUITABILITY OF THE TOWER AND RELATED FACILITIES FOR TENANT'S RADIO FREQUENCY OPERATIONS AND TENANT'S INTENDED USE THEREOF.

Section 4.03. Installation and Operation: The equipment installed by Tenant shall be and remain the property of Tenant. Tenant shall keep all of its equipment in safe condition at all times and in compliance with all directives of any governmental body and other standards pertaining thereto and pertaining to the Space. Tenant, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses and approvals that may be required with respect to Tenant's equipment, activities or operations by each governmental authority having jurisdiction. Upon termination of this Lease any equipment not removed by Tenant within thirty (30) days after termination shall be deemed abandoned and shall become the property of City. Tenant shall comply with all applicable Rules and Regulations of

the Federal Communications Commission (FCC), Federal Aviation Administration (FAA), and all applicable codes and regulations of the city, county, and state concerned in the installation and operation of its communication facilities. Tenant further agrees to comply with City's security requirements. Tenant shall perform or cause to be performed, at the sole expense of the Tenant and to the satisfaction of City, all engineering studies required to determine the structural loading effects its communication facilities will have on City's communication towers at the site prior to installation or replacement of such facilities. Tenant shall be responsible for reasonable construction costs associated with all communication tower structural modifications, as determined by City, that may be required to accommodate the installation or replacement of its communications facility. Such tower structural modification details shall be approved by City prior to construction and will become the property of City. All tower structural modifications shall be performed by City or a City approved contractor.

Section 4.04. Tenant's Maintenance: All installation, construction, maintenance, repair, removal or relocation, except routine maintenance, of any of Tenant's equipment on the Space (hereinafter referred to as "Tenants Work") shall require the prior written approval of City, which approval shall not be unreasonably withheld. City shall not be obligated to approve any Tenant's Work, which, when considered with all other equipment installed on the Tower, will cause the permitted wind load for the Tower to be exceeded. Request for any approval shall be in writing and furnished to City at least ten (10) days prior to the proposed work, provided that repairs of an emergency nature may be requested by phone, fax or in person to City's Site Manager. All Tenants' Work shall be performed in accordance with good engineering practices and shall not interfere with the quiet and uninterrupted use and occupancy of the Site or the Tower by other tenants. City shall have no responsibility for any Tenant's Work. Tenant shall promptly notify City in writing upon completion of any Tenant's Work and at any time thereafter, City shall have the right, but not the obligation, to inspect the Tenant's Work to assure that it has been performed as required herein, and meets the requirements of Exhibit A hereto. If City shall determine that the Tenant's Work has not been so performed, or does not conform with such requirements, Tenant shall remove and correct such work to the extent and in the manner required by City. Upon Tenant's failure to do so within five (5) days of written notification by City, City may remove and correct such work, and Tenant shall reimburse City for all reasonable costs and expenses upon receipt of invoice.

Section 4.05. Access: Tenant shall have a twenty-four (24) hour, seven (7) days per week right of access to the Tower for inspection, repair, operation, maintenance and replacement of its equipment; provided, however, that such access and activities shall not interfere with the use of the Tower by City or any tenants or users. Tenant's right of access may be exercised only by a full-time employee or an authorized agent of Tenant. City shall have a right of access, at all reasonable times, for examination or inspection, emergency repair or replacement of any of Tenant's equipment located in the Space; provided however, that City shall use reasonable efforts to avoid interfering with the use of the Tower by Tenant, and to give advance notice of such access and the opportunity for Tenant to have a representative present unless emergency circumstances preclude the City's doing so.

Section 4.06. Limitations on Tenant's Usage: Tenant shall use the Space exclusively for its radio frequency receiving and transmission activities on the frequencies described on Exhibit A. Tenant shall not maintain or permit any nuisance or unsafe condition on the Site, the Tower or the Space.

Section 4.07. Taxes and Liens: Tenant shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, which shall or may during the term or any extension thereof, be charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the Tenant's use, occupancy or possession of the site or any part thereof or the communications facility installed thereon. Tenant shall not allow any lien or encumbrance to be placed against the Site or the Tower. Upon the occurrence and continuation of a violation by Tenant under the provisions of this Section, City, on seven

(7) days written notice to Tenant, shall have the right to pay any such tax, lien or encumbrance, or any amounts so paid by City, together with any reasonable expenses, including attorney fees, incurred by City in connection therewith shall be reimbursed by Tenant upon receipt of invoice. **Note: If Tenant is a tax exempt entity, then Section 4.07 is NOT applicable.**

Section 4.08. Utilities: Tenant shall be responsible for furnishing and paying for all telephone services and for the cost of all electricity used by Tenant. Tenant agrees that all electricity or other energy management services shall be purchased from the City of Jacksonville Beach.

ARTICLE V **INTERFERENCE**

Section 5.01. Interference by Tenant: City has granted and intends to grant to other tenants facilities and/or rights which are similar to those granted herein to Tenant. Tenant shall conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other tenants and potential tenants so as to anticipate and prevent "Interference" (as hereinafter defined). If any engineering report is submitted to or obtained by City concluding that Tenant's radio frequency activities are causing Interference to any tenant, then Tenant shall promptly, and at its sole expense, correct the condition causing such Interference. In the event Tenant does not promptly correct such condition, City may turn off the electrical power to Tenant's equipment or require tenant to power down its equipment until the condition causing Interference is corrected, or the Tenant establishes to City's satisfaction that Tenant's equipment is not the cause of such Interference. Tenant, prior to installation and operation of equipment shall perform an analysis of the frequencies used and which it proposes to use at the lease site and provide the results to the City for its information and use. A copy of the frequency analysis shall be included as Exhibit A.

Section 5.02. Interference to Tenant: Upon determination by City that any other tenant on the Tower is causing Interference with Tenant's radio frequency activities and, except as otherwise provided in Section 4.01 above, City will use its best efforts to cause the other tenant to promptly correct the condition causing the Interference. City agrees that all agreements with such other tenants will contain the language of Section 5.01 above.

Section 5.03. Interference Defined: As used herein "Interference" with a radio frequency activity shall mean a condition existing which constitutes Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Alliance (EIA) and the rules and regulations of the FCC then in effect.

Section 5.04. Dispute as to Interference: Any dispute as to whether Interference is being caused, or as to who is causing Interference, which remains unresolved for longer than seven (7) calendar days shall be submitted to a consulting electronic engineer selected by the City who is not employed by City or any tenant whose antenna is located on the Tower, and the determination of the consulting electronic engineer shall be final and binding on all parties. The tenant determined to be responsible for causing the interference shall pay the cost of the consulting engineer. If it is determined that more than one tenant is equally responsible for the Interference, the expense of the consulting engineer shall be shared equally by the tenants as determined to be responsible for causing the Interference.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.01. Repairs or Modifications by City: Tenant shall reimburse City, upon receipt of invoice, for all costs incurred by City in connection with or resulting from: (A) repairs or modifications made by City if the need for such repairs or modifications is caused by, (i) the negligence of Tenant, its agent, servants, employees, contractors or invitees, (ii) any safety regulation, order, directive or standard relating to or caused by Tenant's equipment or any attachment thereto; (B) any changes or improvements requested by Tenant which City, in its discretion, may agree to perform; (C) any violation or breach of any provision of this Lease by Tenant or anyone acting for Tenant; or (D) actions or repairs performed by City pursuant to Sections 6.02 or 6.03 below. City shall have the right, but not the obligation, to undertake any such repairs or modifications. Tenant shall effect reasonable immediate repairs, as may be required under the existing circumstances, at its sole expense, for any damages to City's communication towers which are a direct result of tenant's activities. Such repairs shall be performed by a City approved contractor. If Tenant fails to make such repairs within thirty (30) days after actual receipt of written notice from City, City shall have the right to make all necessary and reasonable repairs, and Tenant shall reimburse City for its reasonable expense within ten (10) days of City presenting to Tenant a written, itemized statement showing the cost of such repairs. Tenant shall be deemed in substantial compliance with this requirement to effect repairs, if Tenant has exercised its best efforts to properly and diligently effect such repairs, as reasonably warranted under the particular existing circumstances, and thereafter diligently pursues such repairs to completion.

Section 6.02. Emergency Action by City: If circumstances occur, or threaten to occur, from which City may reasonably conclude that damage is likely to occur to the property of Tenant, or of the property of any other person, or that substantial threat to life will exist, before agents of Tenant can be advised and respond, City, without notice to Tenant, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of Tenant and take any other action which, in City's discretion, may appear necessary, with respect to the property of Tenant, without any liability on the part of City for any damage that such action may cause.

Section 6.03. Non-Emergency Repairs: In the event of need for repair or maintenance of the Tower, which, in the reasonable discretion of City, is of a non-emergency nature, then City shall have the right, upon ten (10) days' prior written notice to Tenant to undertake such repair or maintenance or to require Tenant to do so, if related to Tenant's equipment. City and Tenant agree to try to coordinate their activities so as to minimize any interruption that may be caused to Tenant's radio frequency activities or to the radio frequency or operational activities of any other tenants.

Section 6.04. Tower Maintenance: During the term of this Lease, City will maintain the Tower so as to comply with existing rules and regulations imposed upon City by any governmental authority having jurisdiction over its operation and make any repairs and modifications reasonably necessary to maintain the Tower in good condition and in compliance with good engineering practices. In the performance of its obligation to maintain and repair the Tower and to allow other tenants to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for City to request that Tenant temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Tenant agrees to cooperate with City and comply with and honor City's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work. Except in an emergency, the City agrees to give not less than 48 hours Notice of Maintenance Work requiring cessation of Tenants transmission and broadcasting activities. The City will make every effort, except in an emergency, that any such cessation shall be during Tenants' non-peak hours.

ARTICLE VII
INDEMNITY AND INSURANCE

Section 7.01. Indemnification: Tenant assumes all risk of and responsibility for, and agrees to indemnify and hold harmless City, its officers, directors, employees, servants and agents (the "Indemnified Parties") from and against any and all claims, demands, suits and proceedings made or commenced by any party against any of the Indemnified Parties, for loss of life, personal injury, loss or damage to property or other damage caused by: (i) the use of Tower or the Site by Tenant, its agents, servants, employees or invitees; or (ii) the performance by or carrying out by Tenant, its agents, servants, employees or invitees of any of the terms and conditions of this Lease; (iii) the failure of Tenant to perform any term, covenant or condition required to be performed by Tenant under this Lease; (iv) any damage or injury that may occur as a result of any unsafe condition, or of any negligent installation or maintenance of equipment of Tenant or any invitee if such condition or installation or maintenance is the responsibility of Tenant under this Lease; or (v) Tenant's failure to comply with any applicable statute, rule, regulation, order of other standard pertaining to the use or installation of equipment of Tenant or any invitee; and in all such events from and against any and all judgments, recoveries, settlements, costs, expenses and losses that may be incurred by the Indemnified Parties as a result of any such claim, demand, suit or proceeding, including but not limited to attorney fees, court costs and expenses incurred in responding to or defending any such claim, demand, suit or proceeding. Nothing in this Agreement shall be deemed or otherwise interpreted as a waiver of the Tenant's sovereign immunity protections, or as increasing the limits of liability set forth in section 768.28, Florida Statutes, as amended from time to time.

Section 7.02. Insurance: During the term of this Lease and any extension or renewal thereof, Tenant, at its own cost and expense, shall maintain insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u>	
for Florida Statutory coverage & Employer's Liability (Including employer's liability appropriate Federal acts)	\$500,000 each accident
 <u>Commercial General Liability</u>	
for	
Premises - Operations	\$1,000,000 each occurrence
 <u>Commercial General Liability (cont'd.)</u>	
for	
Products - Completed Operations Independent Contractors	\$2,000,000 annual aggregate / Combined Single
Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU coverage) as appropriate	Limit for bodily injury & property damage
 <u>Automobile Liability</u>	
for	
All autos - owned, hired or non-owned	\$1,000,000 each occurrence Combined Single Limit.

All Risk Property Damage

Actual Cash Value of Tenant's property at leased locations as indicated on Exhibit A

Section 7.03. Tenant's Commercial/General Liability: Tenant's Commercial/General Liability insurance, if a "claims made" policy, shall be maintained for a period of three years after the expiration of the lease. If the policy is an "occurrence" policy, no maintenance is necessary beyond the lease expiration date. The indemnity agreement is separate and is not limited to the insurance amounts stated above. Tenant will obtain a Waiver of Subrogation on all required insurance in favor of the City, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and with an A- or better rating. Prior to commencement of this Lease, certificates evidencing the maintenance of said tenant insurance shall be furnished to the City for approval. All policies, except for business interruptions and workers compensation policies, shall name the City, its board members, officers, employees, agents, successors and assigns, as their respective interests may appear, as additional insured's (herein referred to as the Additional Insured's). Each policy which is to be endorsed to add Additional Insured's hereunder, shall contain cross-liability wording as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner, as if separate policies had been issued to each insured hereunder.

The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by the City. Any contractor of Tenant will procure and maintain the insurance required of the Tenant hereunder during the term of this Lease. A contractor's insurance may be either by separate coverage or by endorsement under insurance provided by Tenant. Tenant will submit the contractor's Certificates of Insurance to City prior to allowing contractor to perform work at the leased locations.

Section 7.04. City's Right to Procure Liability Insurance: If Tenant shall fail to procure or maintain the insurance policies required in this Article, or shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, City may, but it shall not be obligated to, procure and maintain such policies at Tenant's expense. Any amounts paid by City for this insurance shall be reimbursed by Tenant upon receipt of invoice.

ARTICLE VIII
DESTRUCTION OR DAMAGE

Section 8.01. Damages From Certain Causes: City shall not be liable to Tenant and Tenant hereby releases City from all liability for loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the control of City. In no event shall City be liable for consequential damages including lost revenues resulting from tenant's inability to operate radio frequency equipment under any circumstances.

Section 8.02. Destruction or Damage to Tenant's Equipment: Tenant shall have the full risk of loss from any and all causes for all of its equipment located or installed in, on or around the Space. City shall have no responsibility and shall not be liable for damage or destruction thereto, or for losses resulting from any such damage or destruction unless caused by the City or its agents or employees.

Section 8.03. Acts or Omissions of Other Parties: City shall not be liable to Tenant or anyone claiming under or through Tenant for any loss or damage caused by the acts or omissions of any other tenants or the malfunctioning or interruption of any service, utility, facility or installation supplied by City or any other party, including, but not limited to, the availability of electrical services from public utilities or from any emergency generator.

ARTICLE IX

ALTERATIONS OR DISMANTLING REQUIRED BY GOVERNMENTAL AUTHORITIES

Section 9.01. Condemnation: If the Site, the Tower, the Space, or any part or portion thereof, are condemned, or taken, or ordered dismantled, by any governmental authority, agency or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make unusable the radio frequency facilities used by Tenant, then this Lease shall terminate from the time possession is taken by the condemning authority, or dismantling is begun, as the case may be, and Tenant shall have no obligation for the payment of Rent for any period thereafter.

Section 9.02. Destruction or Damage to Tower: If, during the term of this Lease, or any extension or renewal thereof, a Lease Site shall be partially destroyed or damaged in part by fire or other cause, City, at its own expense, shall cause the same to be repaired, replaced or rebuilt within thirty (30) days. In the event City has not commenced such repair, replacement or rebuilding within thirty (30) days after the date of such damage or destruction, Tenant may, upon written notice to City, terminate a Lease Site as of the date set forth in such notice and all rentals and other sums shall be accounted for between City and Tenant as of the date the Lease Site became unavailable to Lessee. Rent shall abate to the extent that, and for the period that, the Lease Site is not usable for the conduct of the Tenant's business. In the event of any damage or destruction which renders Tenant's facilities non-operable for a period reasonably expected to exceed five (5) days, Tenant shall have, and City hereby grants to Tenant, the right to bring and maintain upon the Lease Site such temporary communications facilities as Tenant shall reasonably determine are necessary to continue to operate Tenant's communications system and provided i) that such temporary facilities do not materially interfere with City's operation or any other tenant's communications operations on the Lease Site or the repair or replacement of the damaged facilities; ii) that Tenant obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; iii) that Tenant shall remove such temporary facilities upon the sooner of (a) the restoration of service of Tenant's facilities, or (b) termination of this Lease. Notwithstanding the above, in the event the Lease Site is destroyed or damaged to such an extent that in City's sole judgment repair would be an imprudent business decision, City may elect not to repair or rebuild the Lease Site and in such event, may terminate its approval to use that respective Lease Site and reimburse Tenant the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder.

ARTICLE X

ASSIGNMENT OR SUBLET

Section 10.01. Assignment By City: This Lease may be assigned by City at any time. In the event of any transfer of City's interest in this Lease or the Site, the City shall be released from all liability for the performance of any obligations pursuant to this Lease arising after the date of such transfer, it being agreed that from and after said transfer, the transferee shall instead be liable.

Section 10.02. Assignment or Subletting by Tenant: Tenant shall not assign or sublease this Lease or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Lease or any interest therein without the prior written consent of City, except to tenants' principal

affiliates or subsidiaries of its principle or to any company which Tenant has merged or consolidated or to which Tenant has transferred substantially all of its assets. Tenant will remain liable hereunder for all the terms and conditions of this agreement.

ARTICLE XI
ADDITIONAL SPACE OR RELOCATION BY TENANT

Section 11.01. Modification of Space or Equipment: Tenant shall not demolish, remove, add, substitute, relocate or modify any installations, equipment or other improvements located on the Space without the prior written consent of City. Upon request by Tenant, City may, in its reasonable discretion, during the initial term or any renewal term hereof, (i) provide space on the Tower to Tenant for placement of additional equipment; (ii) permit Tenant to substitute cabinets or related equipment in lieu of the equipment listed in Exhibit A hereto; or (iii) permit Tenant to relocate the cabinets or related equipment specified in Exhibit A hereto or to locate any substitute equipment permitted by City, all at such rent and upon such other terms and conditions established by City in its reasonable discretion. In the event that the parties agree to any such modification, City and Tenant shall execute a written amendment to this Lease in conformity with this Section.

ARTICLE XII
DEFAULT

Section 12.01. Repossession by City: If Tenant fails to pay any rental or other payment due within ten (10) business days after notice to Tenant thereof, or Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after notice of such other default shall be given to Tenant, or if Tenant suffers this Lease to be taken under any writ of execution or otherwise, then City, besides other rights or remedies it may have, shall have the immediate right: (i) to terminate this Lease, or (ii) reenter and attempt to relet without terminating this Lease and in either event, to remove all persons and property from the Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 12.02. Expense Reimbursement: In addition to any other remedies City may have at law or in equity and/or under this Lease, Tenant shall pay upon demand all City's costs, charges and expenses, including fees of counsel, agents and others retained by City, incurred in connection with the recovery of sums due under this Lease, or because of any breach of any covenant under this Lease, or for any other relief against Tenant. In the event City shall bring any action against Tenant for relief and City shall prevail, Tenant shall pay City's reasonable attorney fees and all court costs.

Section 12.03. Bankruptcy, Insolvency: If Tenant shall become bankrupt, file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then and in that event, this Lease shall at the option of City be canceled and terminated and any party claiming on behalf of Tenant shall not have any rights whatsoever under this Lease.

Section 12.04. No Waiver: No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

Section 12.05. Cumulative Remedies: The rights and remedies given to City by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which City might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by City shall not impair City's standing to exercise any other right to remedy.

ARTICLE XIII
RIGHT OF QUIET ENJOYMENT

Section 13.01. Tenant's Right of Quiet Enjoyment: Except as Tenant encounters interference as described at Article V over which City has no immediate control, and except as provided for in Section 4.01, City covenants that Tenant shall be placed in possession of the Site at the commencement of the term of this Lease, and that during the term, upon paying the stipulated rent and performing all of the terms and provisions of this Lease, Tenant shall peaceably hold and enjoy the Site without hindrance or interruption by City, subject to the rights of City to enter the Site for the purposes provided for in this Lease.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Notices: Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, certified with return receipt requested, addressed to the party to be notified as follows:

TENANT:
Frank Kenton
Assistant Director of Utilities
St Johns County Utilities
1205 SR 16
St. Augustine, FL 32084

CITY:
Property and Procurement Officer
Property and Procurement Division
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, FL 32250

unless either of the respective addresses are changed by notice in writing sent to the other party hereto by the method afore-described. Notices shall be deemed to be given on the earlier of its delivery or the expiration of five (5) business days after it is deposited in the mail in the manner described above.

Section 14.02. Successors: The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 14.03. Construction: This Lease and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida. Paragraph headings used in this Lease are for convenience of the parties only, and shall in no way be used to interpret or

construe the agreement of the parties.

Section 14.04. Savings Clause: In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.05. Entire Agreement: Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by both parties hereto. This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

Section 14.06. Recording: City and Tenant agree that this Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording, if requested to do so by the other.

Section 14.07. Additional Actions: The parties shall cooperate with each other, take any additional action, and execute any additional documents reasonably necessary or appropriate to accomplish the purposes of this Lease.

IN WITNESS WHEREOF, we the CITY and TENANT have hereunto affixed our hands and seals.

ATTEST:

CITY:

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: City Clerk

Title: Mayor

Sign: _____

Print: _____

Title: City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

TENANT -
(This section to be completed by Tenant only.)

WITNESSED BY:

TENANT:

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of _____, 20____,
by _____, as and as, _____ on behalf of
the _____ corporation. They are personally known to me or produced
_____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sign:

Print:

State of Florida at Large [SEAL]

My Commission Expires:

Exhibit A – Leased Site

TO THE Agreement dated **June 1st, 2015**, by and between the City of Jacksonville Beach as City and **St Johns County** as Tenant.

SITE PLAN/EQUIPMENT/ANTENNA LOCATIONS-FREQUENCIES

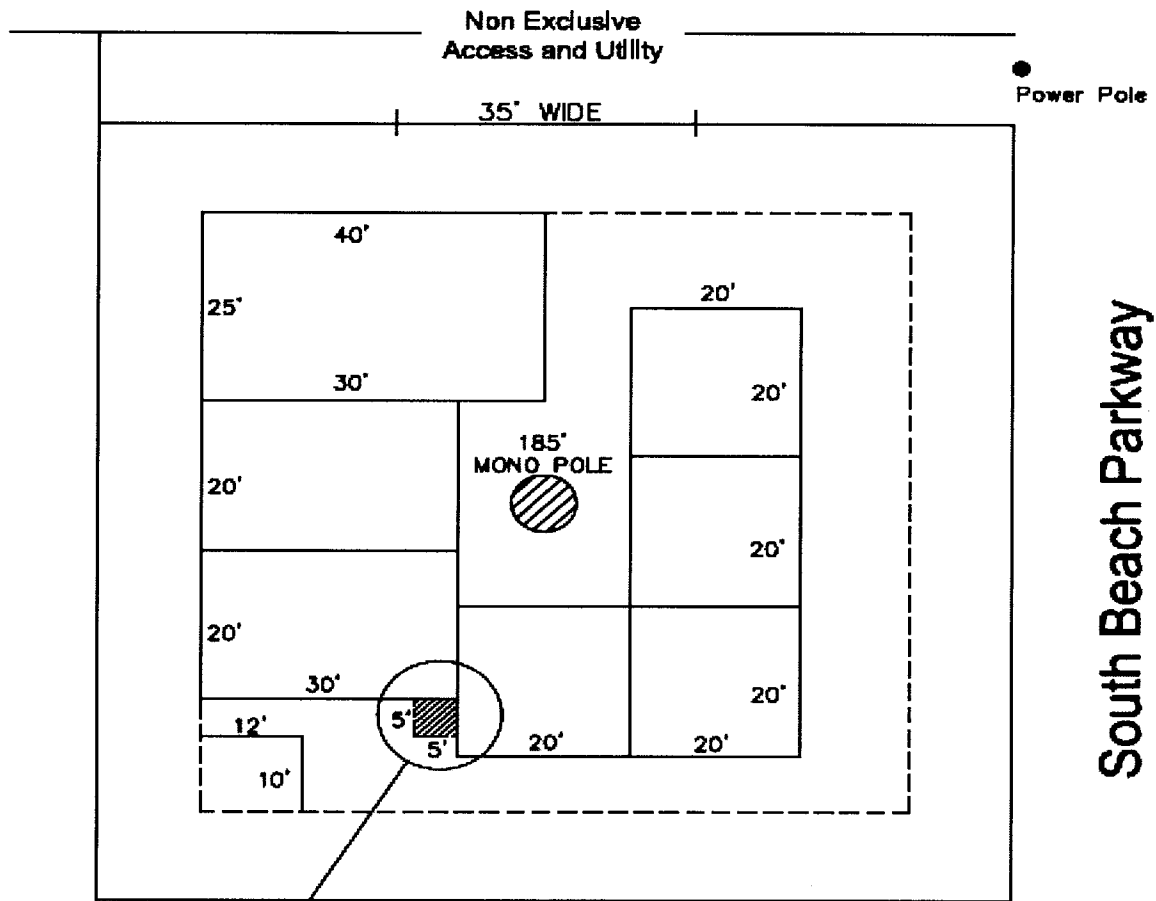
- 1.) Site Plan - Location
- 2.) Description of Intended Facility
- 3.) Antenna Identification and Location
- 4.) Description of Equipment
- 5.) Frequencies

Exhibit A - Leased Site

Site Plan / Equipment / Antenna Locations / Frequencies

1. Site Plan Location for: St. Johns County

Ponce De Leon Avenue



South Beach Parkway

Proposed Ground Space
for:

St. Johns County
5' x 5' = 25 square feet

Site Name: JTB & A1A
Site Number: FL 1296A

FILE - 21 City Property/Leaser Mono Pole Site.dwg
PLOT DATE = 2016/09/06 09:00

Exhibit A – Leased Site

SITE PLAN/EQUIPMENT/ANTENNA LOCATIONS – FREQUENCIES

2. Description of Lease Premises

PARENT TRACT

A PART OF LOTS 11, 12 AND 13 BLOCK 1, OCEAN TERRACE AS RECORDED IN PLAT BOOK 10, PAGE 2, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE NORTH 87 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 13 AND THE SOUTH RIGHT OF WAY LINE OF PONCE DE LEON AVENUE (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), 52.44 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 27 SECONDS WEST, 10.73 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 05 SECONDS EAST, 32.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 34 MINUTES 55 SECONDS WEST, 100.00 FEET; THENCE NORTH 87 DEGREES 25 MINUTES 05 SECONDS WEST, 100.00 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 55 SECONDS EAST, 100.00 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 05 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING

CONTAINING 1,000.00 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PART OF LOT 13, BLOCK 1 OCEAN TERRACE AS RECORDED IN PLAT BOOK 10, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE NORTH 87 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 13 AND THE SOUTH RIGHT OF WAY LINE OF PONCE DE LEON AVENUE (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED), 62.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 35 MINUTES 27 SECONDS WEST, 10.73 FEET; THENCE NORTH 87 DEGREES 25 MINUTES 05 SECONDS WEST, 35.00 FEET; THENCE NORTH 02 DEGREES 35 MINUTES 27 SECONDS EAST, 10.74 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 27 SECONDS EAST, 35.00 FEET TO THE POINT OF BEGINNING.

Exhibit A – Leased Site

4. Description of Equipment

Vertically Polarized, Omni-Directional / 10 dBd

Mechanical specifications

Length		
Overall	3393 mm	134 in
Radome	2893 mm	114 in
Diameter	Ø65 mm	2.6 in
⁴⁾ Weight	12 kg	26.5 lbs
Wind Area	0.2 m ²	2.4 ft ²
Wind load at 50 m/s	351 N	79 lbs

Antenna consisting of aluminum alloy. Dipoles covered by a polyurethane painted fiberglass radome. Inverted models available.

Mounting

Support Pipe: Aluminum alloy diameter Ø70 mm (2.76 in), length 500 mm (19.7 in).

Mounting bracket kit #36312000 Standard -or- #36413001 Offset

Down tilt bracket kit N/A

Electrical specifications

Frequency Range	870-960 MHz
Impedance	50Ω
³⁾ Connector	NE, E-DIN
¹⁾ VSWR	≤1.43:1
Polarization	Vertical
¹⁾ Gain	10 dBd
²⁾ Power Rating	500 W
¹⁾ Half Power Angle	
H-Plane	360°
E-Plane	7°
¹⁾ Electrical Down tilt	1.25°
¹⁾ Null Fill	5%
Lightning Protection	Direct Ground

¹⁾ Typical Values

²⁾ Power Rating limited by connector only.

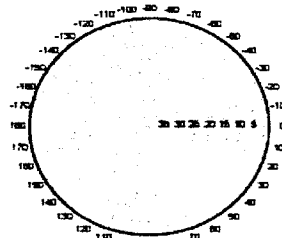
³⁾ NE indicates an elongated N Connector.

E-DIN indicates an elongated DIN Connector.

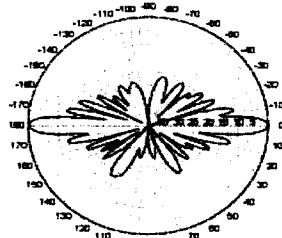
⁴⁾ The antenna weight listed above does not include the bracket weight.

Improvements to mechanical and/or electrical performance of the antenna may be made without notice.

Radiation-pattern¹⁾



Horizontal



Vertical

BCD-87010

When ordering, replace "___" with connector type.



Amphenol Antel's
Exclusive 3T (True
Transmission Line
Technology)
Antenna Design:

- A 1¼" four-channel extrusion running the entire length of the antenna for unmatched strength and rigidity.
- Durable brass feedline design that eliminates the need for conventional solder joints in the signal path.
- A non-collinear system with access to every radiating element for broad band width and superior performance.
- Air as insulation for virtually no internal signal loss.

Every Amphenol Antel antenna is under a five-year limited warranty for repair or replacement.

Inverted Models Available.

870-960 MHz

1300 Capital Drive Rockford, IL 61109 Toll-Free (888) 417-9562 Tel. (815) 399-0001
Fax. (815) 399-0156 Email: antel@antelinc.com www.antelinc.com

**Amphenol
Antel, Inc.**
The Antenna Technology Company
Revision Date: 6/3/04

Exhibit A – Leased Site

4. Description of Equipment



To: Jon Law
Sensus

Ship To: Contractor Name: L&S Enterprises
Address: 3206 S. Hopkins Road
City, State, zip Titusville, FL 32780
Attention: Don Barber
Phone: 321-537-0214

St. Johns County Water Base Station Materials List for SouthBeach PKWY Monopole			
Qty		P/N	Description
1	Each	79553	BCD-87010-NE-25 Omni Antenna
150	Feet	300401	7/8" Coax Cable
2	Each	316385	Omni Fit N/F connectors for 7/8" Coax
1	Each	46568	6' NM -NM 1/2' RF jumper
2	Sets	67641	Antenna Mounting Clamps
2	Each	453994	Monopole Chain Mount
2	Each	472794	Side Strut support Bracket
1	Each	469511	2-3/8" X 72" antenna mounting pipe
1	Each	301574	40" antenna side arm mount
2	Each	471839	Pre-laced hoist grip for 7/8" coax
2	Each	46140	Standard Ground Kits for 7/8" coax
2	Each	18264	Universal weatherproofing kits
2	Pak	25666	Round Member Adapters 3/4" to 1-1/2" Diameter
2	Pak	417944	Round Member Adapters 2" to 3" Diameter
1	Pak	68433	RF polyphaser (Lightning protector)
2	Pak	462965	Butterfly hangers for 7/8" Coax
1	Pak	439809	Butterfly hangers for 1/2" Coax
1	Each		4' X 4' Elevated steel platform (If Applicable)
1	Each		4' X 4' Elevated concrete pad (If Applicable)

Exhibit A – Leased Site

5. Frequencies

Tower Frequency and Height Agreement

The following is a listing of proposed communication tower tenants, assigned heights on the tower and frequencies that will be used by each tenant when in operation on the tower:

<u>TENANT</u>	<u>Tower Height</u>	<u>Transmit / Receive Frequencies</u>	
Cingular	185 feet	T	880-894 MHz
		R	835-850 MHz
Verizon	170 feet	T	1965 – 1970 MHz
		R	1885 - 1890 MHz
AT&T	160 feet	T	869 – 893 MHz
		R	824 – 849 MHz
Powertel	150 feet	T	1930 – 1945 MHz
		R	1850 – 1865 MHz
Sprint	140 feet	T	1945 – 1950 MHz
		R	1865 – 1870 MHz
Nextel	130 feet	T	851 – 866 MHz
		R	806 – 821 MHz
St Johns County	120 feet	T/R	870 – 960

EXHIBIT B

RENT

1. City is willing to lease to Tenant, approximately 25 square feet (5' x 5') of the designated portion of the **100' x 100'** Tower Site (the "Building Space") on the Tower (the "Tower Space"), (the Building Space and the Tower Space are collectively referred to as the "Leased Site" and shall be shown on Exhibit "A", attached hereto and incorporated herein), subject to the terms and conditions set forth below. The remaining area located within the Tower Site shall be reserved for other similar wireless providers to be substantially located as shown on Exhibit "A".

2. Tenant shall prepare, at its expense, all necessary drawings and plans, which City shall have the right to approve, and City agrees to participate in the filing of all required applications with the appropriate zoning authority to secure the proper zoning and/or site planning of the Leased Site.

3. Tenant shall prepare and City agrees to make and file in joint participation with Tenant, all required applications with the Federal Aviation Administration ("FAA") and secure all required FAA Approvals.

4. Tenant shall be responsible for all construction costs associated with the project as contemplated herein.

5. Beginning with the execution of this Lease, Tenant shall pay City a monthly lease fee of **Seven Hundred and Fifty and 00/100 (\$750.00)**, payable in advance. The lease fee for each twelve month period will be increased by 4% over the lease fee amount for the preceding year.