

RESOLUTION NO. 2021- 158

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A FIRST AMENDMENT TO GROUND LEASE AND AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE WITH CROWN CASTLE TOWERS 06-2 LLC, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDMENT AND MEMORANDUM ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") owns a communication tower facility at 337 Orange Avenue ("Tower") which is not part of the interoperable communication system; and

WHEREAS, Crown Castle Towers 06-2 LLC ("Crown Castle") has communication equipment on the Tower pursuant to a Ground Lease dated June 8, 1998; and

WHEREAS, the Ground Lease has an original term (including all extension terms) that will terminate on June 30, 2023; and

WHEREAS, Crown Castle desires to extend the Lease for an additional twenty-five years or until June 30, 2048; and

WHEREAS, entering into the proposed First Amendment to Ground Lease and Memorandum of First Amendment to Ground Lease, attached hereto as Exhibits "A" and "B" respectively, incorporated by reference and made a part hereof, serves the best interests of the citizens of the County.

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

Section 1. The above Recitals are 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 material terms and conditions of the First Amendment to Ground Lease and Agreement and Memorandum of First Amendment to Ground Lease, and authorizes the County Administrator, or designee, to execute both documents in substantially the form attached hereto, and any future amendments to the

Ground Lease that do not substantially change the material terms and conditions of the Ground 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 of the Court of St. Johns County is instructed to file the original First Amendment to Ground Lease and record the Agreement and Memorandum of First Amendment to Ground Lease in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST:
Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: Uvonne King
Deputy Clerk

RENDITION DATE APR 22 2021

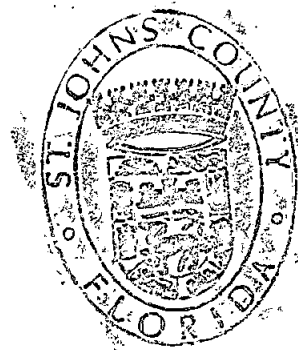


EXHIBIT "A" TO RESOLUTION

STATE OF FLORIDA)

COUNTY OF ST. JOHNS)

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (the "Amendment") is made and entered into effective as of the last date of execution set forth below, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "Lessor"), having a mailing address of 500 San Sebastian View, St. Augustine, Florida 32084, Attention: Real Estate Department, and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company ("Lessee"), successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Julington Creek Civic Association, a Florida non-profit corporation ("Julington"), and Powertel/Jacksonville, Inc., a Delaware corporation ("Powertel"), entered into that certain Ground Lease dated June 8, 1998 as affected by an Addendum to Ground Lease dated June 8, 1998 (together, the "Lease"), covering certain real property together with an easement for ingress, egress, and utilities thereto described in **Exhibit "A"** attached hereto (the "Premises"), a memorandum of which was filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 64 (the "MOL"); and

WHEREAS, pursuant to that Quitclaim Deed dated as of June 8, 1998 and filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 70, Julington conveyed all right, title and interest in and to the real property described in **Exhibit "A"** attached hereto to Lessor, and Lessor succeeded to the interest of Julington in and to such real property, the Premises and the Lease; and

WHEREAS, pursuant to that Assignment, Assumption, Consent, Agreement, and Release of Lease dated June 10, 1998 and filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 75, Julington assigned all of its right, title and interest in, to and under the Lease to Lessor, which assumed all of Julington's rights, duties and obligations with respect thereto; and

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and filed for record on June 29, 1999, in the Public Records of St. Johns County, Florida, in Book 1421, Page 1645, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto; and

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and filed for record on June 29, 1999, in the Public Records of St. Johns County, Florida, in Book 1421, Page 1657, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Crown Castle PT Inc., a Delaware corporation, which assumed all of Powertel Jacksonville Towers, LLC's rights, duties and obligations with respect thereto; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on June 30, 2023 (the "Original Term"), and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS.** The Lease is amended as follows:

(a) **Extension Terms.** The first paragraph of Section 6 of the Lease, entitled "Extension Terms," is deleted in its entirety and the following is substituted in lieu thereof:

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 nine (9) 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 intent not to extend this Lease by no less than ninety (90) days prior to the end of the then current Extension Term. During each Extension Term, all terms and conditions of this Lease shall remain in full force and effect, except as otherwise provided herein.

If all such options to extend are exercised as described herein, then the Lease shall expire on June 30, 2048.

(b) **Base Rent Increase.** Notwithstanding any provision of Section 6 of the Lease to the contrary, and in lieu of any other rent increases set forth in the Lease, effective as of July 1, 2020, the annual "Base Rent" (as used and defined in the Lease) increased to sixty thousand and 00/100 dollars (\$60,000.00). Lessee will pay any back rent due as a result of the increase within sixty (60) days following the full execution of this Agreement. Following such increase, the annual "Base Rent" shall continue to increase as set forth in the Lease as amended hereby.

(c) **Rent Escalation.** Notwithstanding any provision of Section 6 of the Lease to the contrary and in lieu of any other rent increases set forth in the Lease, beginning July 1, 2021, and every July 1 thereafter during the term of the Lease, the annual "Base Rent" shall increase by an amount equal to three percent (3%) of the annual "Base Rent" in effect for the previous year.

(d) **Holdover.** Section 6.B of the Lease is amended by deleting the term "fourth (4th)" wherever it appears therein and substituting the term "last" in lieu thereof.

(e) **Co-Location Payments.** Section 9.B of the Lease is deleted in its entirety and, effective as of July 1, 2020, Lessee will have no further obligation to pay to Lessor any "Co-location Payments" (as used and defined in the Lease), percentage of "Co-location Income" (as used and defined in the Lease), or other revenue sharing payments. For purposes of clarity only, revenue sharing payments do not include the annual "Base Rent," the escalation of the "Base Rent" contemplated in Section 1(c) of this Amendment, or any rent payable during any holdover tenancy.

(f) **Notices.** Section 8 of the Lease, entitled "Notices," is hereby amended to reflect the following notice addresses for Lessor and Lessee:

If to Lessor:

St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, Florida 32084

If to Lessee:

Crown Castle Towers 06-2 LLC
General Counsel
Attention: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(g) **Notice of Intent to Sell and Right to Negotiate.** In accordance with Section 125.35, Florida Statutes and St. Johns County Ordinance No. 2011-17, if Lessor's governing Board determines that it is in Lessor's best interests to sell fee title, an easement, a lease, a license, or any other interest in the Premises, or any or all of Lessor's interest in the Lease, including the rent or revenue derived therefrom, Lessor shall provide written notice to Lessee of said intent, and, upon Lessor's governing Board's determination that Lessee is the only entity capable of utilizing the Premises for the uses that the governing Board has determined appropriate, then Lessee shall have a right of first refusal to negotiate acquisition of such interest on mutually acceptable terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. Lessor's notice shall include the proposed purchase price and/or other proposed consideration, the proposed terms and conditions of the sale, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right to negotiate, and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right to negotiate by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right to negotiate, then the Lease shall continue in full force and effect. Upon prior consent by Lessor, Lessee may assign the right to negotiate to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease.

(h) **Execution of Governmental Documentation.** Upon request by Lessee, Lessor shall make all reasonable efforts to execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including, without limitation, any documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Premises for the purpose of constructing, maintaining and operating communication facilities. Subject to authorization by Lessor's governing body, Lessor may be a named applicant/co-applicant for such certificates, permits, licenses and other approvals if requested by Lessee.

2. **FULL FORCE AND EFFECT.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Florida Statute Ch. 695.01 (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances

which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease or the Memorandum of Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

3. **BINDING EFFECT.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

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

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

6. **REPRESENTATIONS AND WARRANTIES.** Lessor and Lessee each represent and warrant that:

(i) it is duly authorized to and has the full power and authority to enter into this Amendment and to perform its respective obligations of the Lease as amended hereby.

(ii) the other is not currently in default under the Lease, and it is reasonably unaware of any event or condition that has occurred or presently exists which, with notice or the passage of time or both, would constitute a default under the Lease.

(iii) they agree to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises provided under the Lease as amended hereby.

(iv) the Premises shall include any portion of Lessor's property on which communications facilities or other Lessee improvements exist on the date of this Amendment.

7. **ENTIRE AGREEMENT.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

8. **COUNTERPARTS.** The Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

LESSOR:

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

Print Name: _____

By: _____
Hunter S. Conrad
County Administrator

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2021 by **Hunter S. Conrad** as County Administrator for St. Johns County, who is personally known to me.

Notary Public
My Commission Expires: _____

ATTEST:
Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

WITNESSES:

Jaime Velasquez
Print Name: Jaime Velasquez
Betsy A. Alexander
Print Name: Betsy Alexander

TENANT:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: [Signature] (SEAL)
Name: Lon Lopez
Its: Senior Transaction Manager

STATE OF Texas)
)
Harris COUNTY)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 11 day of March, 2021 by Lon Lopez of **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 11 day of March, 2021

Notary Public

Nicole Benton
Printed Name Nicole Arlette Benton

My Commission Expires: _____
My Commission Number: _____

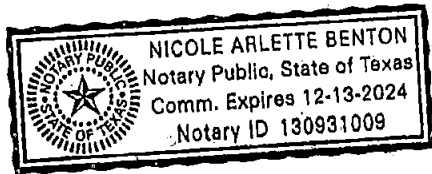


EXHIBIT "A"

THE PREMISES IS A PORTION OF THE FOLLOWING DESCRIBED LAND:

LOT NINETEEN (19), JULINGTON PLACE, BEING A SUBDIVISION OF PARTS OF LOTS ONE (1) AND TWO (2), SECTION TWENTY NINE (29), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY SEVEN (27) EAST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPT ANY PORTION THEREOF DEED OR GRANTED FOR PUBLIC ROAD PURPOSES.

THE PREMISES IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 60.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,200 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED ACCESS AND UTILITY EASEMENT:

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID ORANGE AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ORANGE AVENUE, 35.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO RESOLUTION

This Instrument Prepared By:
John R. "B.J." Ibach, Esq.
Burr & Forman LLP
Bank of America Tower
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202

Return to:
Crown Castle
1220 Augusta Drive, Ste 500
Houston, Texas 77057
Attention: PEP Department

STATE OF FLORIDA)

COUNTY OF ST. JOHNS)

Cross Reference to:
Book 1329, Page 64
St. Johns County, Florida Records

**AGREEMENT AND MEMORANDUM OF
FIRST AMENDMENT TO GROUND LEASE**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE ("Memorandum") is entered into effective as of this ____ day of _____, 2021, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Lessor**"), having a mailing address of 500 San Sebastian View, St. Augustine, Florida 32084, Attention: Real Estate Department, and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company ("**Lessee**"), successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Julington Creek Civic Association, a Florida non-profit corporation ("**Julington**"), and Powertel/Jacksonville, Inc., a Delaware corporation ("**Powertel**"), entered into that certain Ground Lease dated June 8, 1998 as affected by an Addendum to Ground Lease dated June 8, 1998 (together, the "**Lease**"), covering certain real property together with an easement for ingress, egress, and utilities thereto described in **Exhibit "A"** attached hereto (the "**Premises**"), a memorandum of which was filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 64 (the "**MOL**"); and

WHEREAS, pursuant to that Quitclaim Deed dated as of June 8, 1998 and filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 70, Julington conveyed all right, title and interest in and to the real property described in **Exhibit "A"** attached hereto to Lessor, and Lessor succeeded to the interest of Julington in and to such real property, the Premises and the Lease; and

WHEREAS, pursuant to that Assignment, Assumption, Consent, Agreement, and Release of Lease dated June 10, 1998 and filed for record on June 26, 1998, in the Public Records of St. Johns County, Florida, in Book 1329, Page 75, Julington assigned all of its right, title and interest in, to and under the Lease to Lessor, which assumed all of Julington's rights, duties and obligations with respect thereto; and

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and filed for record on June 29, 1999, in the Public Records of St. Johns County, Florida, in Book 1421, Page 1645, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto; and

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and filed for record on June 29, 1999, in the Public Records of St. Johns County, Florida, in Book 1421, Page 1657, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Crown Castle PT Inc., a Delaware corporation, which assumed all of Powertel Jacksonville Towers, LLC's rights, duties and obligations with respect thereto; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on June 30, 2023 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease pursuant to a First Amendment to Ground Lease (the "**Amendment**") and desire to acknowledge, confirm and make record of the Amendment.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by the Amendment:

**MEMORANDUM OF FIRST AMENDMENT TO
GROUND LEASE**

Lessor:	St. Johns County, Florida, with a mailing address 500 San Sebastian View, St. Augustine, Florida 32084, Attention: Real Estate Department.
Lessee:	Crown Castle Towers 06-2 LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive., Canonsburg, Pennsylvania 15317.
Premises:	The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning July 1, 1998.
Expiration Date:	The first four (4) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on June 30, 2023.
Right to Extend or Renew:	Lessee has five (5) remaining options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on June 30, 2048.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

LESSOR:

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

Print Name: _____

By: _____
Hunter S. Conrad
County Administrator

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2021 by **Hunter S. Conrad** as County Administrator for St. Johns County, who is personally known to me.

Notary Public
My Commission Expires: _____

ATTEST:
Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

EXHIBIT "A"

THE PREMISES IS A PORTION OF THE FOLLOWING DESCRIBED LAND:

LOT NINETEEN (19), JULINGTON PLACE, BEING A SUBDIVISION OF PARTS OF LOTS ONE (1) AND TWO (2), SECTION TWENTY NINE (29), TOWNSHIP FOUR (4) SOUTH, RANGE TWENTY SEVEN (27) EAST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPT ANY PORTION THEREOF DEED OR GRANTED FOR PUBLIC ROAD PURPOSES.

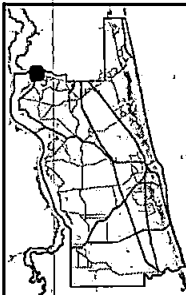
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2016 Aerial Imagery
 0 150 300
 Feet
 March 23, 2021

First Amendment
 to Ground Lease

Mills Field
 Communication Tower

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

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.

