

RESOLUTION NO. 2025- 106

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A NON-EXCLUSIVE COMMUNICATION TOWER LEASE AGREEMENT ALONG WITH THE PROVISIONS OF A MEMORANDUM OF LEASE WITH T-MOBILE SOUTH LLC AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LEASE AGREEMENT AND MEMORANDUM ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County owns a communication tower facility located at 9685 Light Avenue, Hastings, Florida which is an integral part of an interoperable communication system for use by local, state and federal public safety agencies; and,

WHEREAS, T-Mobile South LLC is seeking to enter into a Non-Exclusive Communication Tower Lease Agreement (“Lease Agreement”) and Memorandum of Lease (“Memorandum”), attached hereto as Exhibit “A” and Exhibit “B”, incorporated by reference and made a part hereof, to collocate on the Tower to provide enhanced wireless communication service in the surrounding area; and,

WHEREAS, entering into the proposed Lease Agreement and Memorandum 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 approve the material terms and conditions of the Lease Agreement and Memorandum, and authorizes the County Administrator, or designee, to execute the Lease Agreement and Memorandum in substantially the form attached hereto, and any future amendments to the Lease Agreement and/or Memorandum that do not substantially change their material terms and conditions.

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

Section 4. The Clerk of the Court is instructed to file the original Lease Agreement in the Clerk's office and the Memorandum of Lease should be recorded in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of April, 2025.

Rendition Date APR 01 2025

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: _____

Krista Joseph, Chair

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

Crystal Smith
Deputy Clerk

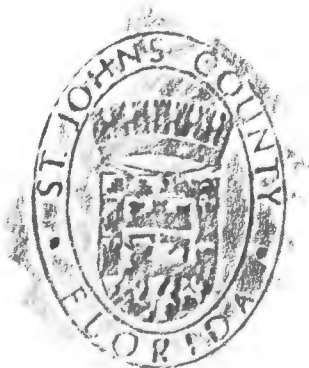


EXHIBIT "A" TO RESOLUTION



**ST. JOHNS COUNTY
NON-EXCLUSIVE
COMMUNICATION TOWER LEASE AGREEMENT
(Lessee Site Name/No.: St. Johns County SST/9JK2879A)**

THIS COMMUNICATION TOWER LEASE AGREEMENT (“Lease Agreement”), dated _____, 2025, is made by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 (“Lessor”), and **T-Mobile South LLC**, a Delaware limited liability company (“Lessee”), with its principal offices at c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006 (Attn: Lease Compliance/Site No. 9JK2879A) (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH:

WHEREAS, Lessor owns and controls that certain plot, parcel or tract of land located at 9685 Light Avenue, Hastings, in St. Johns County, Florida (“Premises”), improved with a 250-foot, self-support communication tower, together with all rights and privileges arising in connection therewith; and

WHEREAS, said tower is an integral component of an interoperable communication system owned and operated by Lessor for use by local, state and federal public safety agencies providing law enforcement, firefighting services, ambulance services, emergency medical services, emergency management or other emergency services; and

WHEREAS, uninterrupted operation of the interoperable communication system is paramount to Lessor’s obligation to provide for the health, safety and welfare of the citizens of St. Johns County; and

WHEREAS, Lessor does hereby propose to lease certain space on the tower and certain ground space at the Premises to the Lessee subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee desires to lease certain space on the tower and certain ground space at the Premises for the Lease Payments and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenant and agreements herein contained, Lessor and Lessee do hereby represent, covenant and agree as follows:

Article 1. Definitions.

1.1 Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease Agreement, capitalized words and terms used in this Lease Agreement shall have the meanings given to such words and terms in this Article 1.

“Commencement Date” means the first (1st) day of the first month following full execution of this Lease Agreement.

“Communication Tower” means the 250-foot, self-support communication tower located at 9685 Light Avenue, in Hastings, Florida, that serves as a component part of the interoperable communication system owned and operated by Lessor, and is depicted in Exhibit A, attached hereto and incorporated herein.

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

“Effective Date” means date of full execution of this Lease Agreement.

“FCC” means the United States Federal Communications Commission.

“Government Approvals” means collectively, all local, state and federal permits, licenses and approvals governing Lessee’s activity at the Premises.

“Impositions” means all federal, state or local taxes, general and special assessments, fees and regulatory charges of whatever nature which may be lawfully taxed, charged, levied, assessed or imposed upon or against the Communication Tower or any part thereof leased hereby to Lessee.

“Interference” means any use on the Premises that causes electronic or physical obstruction with or degradation of the communication signals from the Communication Tower.

“Lessee’s Equipment” means personal property located on the Communication Tower or at the Premises as described in Exhibit D, entitled “Lessee Equipment Schedule,” attached hereto and incorporated herein.

“Lease Agreement” means this Communication Tower Lease Agreement between Lessor and Lessee, along with any attachments, exhibits, supplements and amendments to this Lease Agreement made in accordance with the provisions herein.

“Notice Address” means,

With respect to Lessor: St. Johns County Land Management Systems
Attn: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Phone: (904) 209-0760

With copies to: St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida 32084
Phone: (904) 209-1789

St. Johns County Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

In case of Emergency: (904) 829-2226

With respect to Lessee: T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. 9JK2879A
12920 SE 38th Street
Bellevue, WA 98006

In case of Emergency: (877) 611-5868

“Premises” means that certain plot, parcel or tract of land located at 9685 Light Avenue, in Hastings, Florida, described in Exhibit A, attached hereto and incorporated herein.

“Prerequisites” means the requirements, including, but not limited to, drawings, plans, specifications, structural analysis and Interference analysis, set forth in Exhibit B, attached hereto and incorporated herein, along with insurance coverage and any permits, licenses and/or approvals that must be successfully completed by Lessee prior to execution of this Lease Agreement.

“Public Safety Agency” means any governmental agency providing law enforcement, emergency management, firefighting services, ambulances, emergency medical or other emergency services.

“State” means the State of Florida.

“Tower and Ground Lease Area” means that space on the Communication Tower and within the Premises where Lessor grants to Lessee permission to install, construct, maintain, operate, repair, replace and upgrade communication fixtures and related equipment, as specifically described in Exhibit C, attached hereto and incorporated herein.

“Utilities” means the equipment, labor and actual costs of providing and supplying electrical, fiber and telephone service (if applicable) to Lessee’s Equipment.

1.2. Rules of Interpretation.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Lease Agreement to the designated Articles, Sections and subdivisions of this document as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

Article 2. Representations.

2.1 Representations by the Lessor.

The Lessor makes the following representations:

(a) Lessor is a duly created political subdivision of the State of Florida, and has the power to enter into and perform the transactions contemplated by this Lease Agreement and to carry out its obligations contained herein.

(b) Lessor, except as otherwise provided herein, will not, for the duration of this Lease Agreement, assign, lease, hypothecate, encumber with restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, or otherwise create any other interest in, or dispose of, or cause any lien, claim or encumbrance to be placed against the leasehold interest hereby conveyed to Lessee which would adversely affect Lessee’s Permitted Use and enjoyment of the Premises under this Lease Agreement, provided that and for so long as Lessee is not in default of this Lease Agreement in a manner that interferes with or otherwise reduces Lessor’s ability to use the Premises, Communication Tower or associated equipment or any Public Safety Agency’s use thereof.

(c) Lessor owns fee title to the Premises and all improvements thereto.

(d) Lessor, acting by and through its governing body, has duly authorized the execution and delivery of this Lease Agreement.

(e) As long as Lessee is not in default, then Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Tower and Ground Lease Area without hindrance or ejection by any persons lawfully claiming under Lessor.

(f) Lessor's execution and performance of this Lease Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

(g) If the Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Lessor will promptly provide Lessee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Lessor and the holder of such security interest.

2.2 Representations by the Lessee. The Lessee makes the following representations:

(a) Lessee is a limited liability company organized under the laws of the State of Delaware, and is authorized to conduct business in the State of Florida. For the duration of this Lease Agreement, Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporate entity in good standing.

(b) Lessee has the lawful power and authority to enter into this Lease Agreement and to carry out its obligations contained herein, and by proper action of Lessee's governing body has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(c) Lessee will not use the leasehold interest hereby conveyed by Lessor in any manner, whether directly or indirectly, that will interfere with or otherwise reduce Lessor's or any Public Safety Agency's use of the Communication Tower or the Equipment Shelter, or any other governmental or non-governmental use of the Communication Tower or Equipment Shelter in violation of Article 9 of this Lease Agreement.

(d) Lessee shall have a continuing duty for the Term of this Agreement to ensure that Lessee's Equipment is accurately reflected in the Lessee Equipment Schedule, attached here to as Exhibit D, and incorporated herein.

(e) Lessee shall comply with all local, state and federal ordinances, statutes, laws, rules, regulations and other applicable provisions governing Lessee's activity at the Premises.

Article 3. Granting Provisions.

3.1 Prerequisites.

(a) Notwithstanding any other provision contained herein, it is specifically noted that this Lease Agreement shall not be effective unless and until Lessee has successfully completed all Prerequisites as determined by the Lessor, in its reasonable discretion.

(b) Lessor shall review and approve all drawings, plans, specifications, structural analyses and Interference analyses set forth in Exhibit B prior to execution of this Lease.

(c) All structural analyses provided pursuant to this Article shall be performed in accordance with the ANSI/TIA-222-G-2-2009 Structural Standard for Antenna Supporting Structures and Antennas – Addendum 2 based upon a 3-second basic wind speed of 155 mph, Structure Class III, Importance Factor 1.15, and Exposure Category C per section 1609.3.1 as required for the use in the TIA-222-G standard per Exception #5 of Section 1609.1.1. These design criteria exceed the requirements of the 2010 Florida Building Code based upon a 3-second ultimate wind speed of 200 mph, Risk Category IV, and Exposure Category C.

(d) Notwithstanding any other provision contained herein, this Lease Agreement shall not be effective unless and until Lessee has obtained all insurance coverage as provided under Article 15, and such insurance coverage has been approved by Lessor.

3.2 Leasehold and Permitted Use.

(a) Lessor, in consideration of the Lease Payment, covenants and agreements of the Lessee contained herein, does hereby lease to Lessee space within the Premises and necessary space on the Communication Tower located at the Premises, as specifically described and depicted in Exhibit C, entitled "Tower and Ground Lease Area," attached hereto and incorporated herein.

(b) Such lease permits Lessee to use the Premises for the transmission and reception of communication signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables and accessories and improvements, as well as the right to test, survey and review title on the Premises.

(c) Lessee's construction and installation of all equipment at the Premises shall be performed in accordance with plans, drawings and specifications approved by Lessor in writing not to be unreasonably withheld, conditioned or delayed. Except as provided herein, no subsequent modification, alteration, supplementation, replacement, upgrade, expansion or relocation of any equipment at the Premises shall be made without prior review and written

approval by Lessor not to be unreasonably withheld, conditioned or delayed. To the extent it deems advisable, Lessor retains the right to monitor and inspect Lessee's construction and/or installation of any or all equipment at the Premises. Notwithstanding the foregoing, Lessor and Lessee agree that Lessee shall not be required to obtain the prior written approval of Lessor for modifications, additions, upgrades, expansions, relocations and repairs to Lessee's Equipment within its Ground Lease Area or in connection with Like-for-Like Equipment Modifications (as defined herein) on the Communication Tower, provided that Lessee presents written documentation, sealed by a professional engineer, that the proposed Like-for-Like Equipment Modifications does not increase the loading of the Lessee's equipment on the tower and will not adversely affect the structural integrity of the tower. For purposes of this Lease Agreement, "Like-for-Like Equipment Modifications" means removal of all or any portion of the Lessee's Equipment on the Communication Tower (collectively, the "Old Equipment") and replacing the same with similar and comparable equipment that does not increase the loading of the Lessee's equipment on the tower. Further, with respect to modifications, additions, upgrades, expansions, relocations and repairs requiring Lessor's consent, Lessor may not condition its approval by requiring an increase in rent for any tower equipment modifications, additions, replacements, expansions or relocations that do not cause increased tower loading of the Communication Tower or jeopardize the structural integrity of the Communication Tower. All changes to the Lessee's Equipment shall require the parties to amend this Lease Agreement and revise Exhibit D to reflect the changes. In the case of Like-for-Like Equipment Modifications, the parties shall execute an amendment to this Lease Agreement, acceptable to both parties in their reasonable discretion, which amendment will revise Exhibit D to reflect the modification. The parties will use commercially reasonable efforts to execute such amendment within thirty (30) days of commencing the Like-for-Like Equipment Modifications.

(d) A professional engineer shall seal all structural analyses, Interference analyses, plans, drawings and specifications for construction and installation of any equipment on the Communications Tower, including any subsequent modifications, alterations, supplementations, replacements, upgrades, expansions or relocations of equipment at the Premises. In connection with Lessee's modifications, additions, upgrades, expansions, relocations and repairs of Lessee's Equipment on the Tower, Lessor hereby retains the right to require Lessee, at the Lessee's expense, to obtain a third party technical study thereof performed by a contractor, approved by Lessor.

(e) Lessor grants to Lessee a non-exclusive easement and right of way for ingress and egress at all times throughout the Term of this Lease Agreement, and at no charge to Lessee. Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Premises and any existing access roads, easements and/or rights of way owned by Lessor to the Premises for the purpose of constructing, installing, maintaining, operating and repairing Lessee's Equipment.

(f) Lessor and Lessee mutually and expressly agree that grant of the lease and permitted use of the Premises is contingent upon the suitability of the Premises for Lessee's intended use and Lessee's ability to obtain all requisite local, state and federal licenses, permits, and/or other necessary approvals including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively "Government Approvals"). Lessor authorizes Lessee, at Lessee's sole cost and expense, to prepare, execute and file all required applications to obtain Government Approvals. Lessor agrees to reasonably assist Lessee with Lessee's applications for the Government Approvals, however assumes no responsibility for obtaining and/or maintaining any such Government Approvals. Subject to Lessee's opportunity to cure pursuant to Article 6 of this Lease Agreement, once obtained, failure by Lessee to maintain any Government Approval governing Lessee's activity at the Premises shall constitute cause for Lessor to terminate this Lease Agreement without penalty or further liability.

Article 4. Lease Term.

(a) The initial lease term shall be five (5) years ("Initial Term"), commencing on the Commencement Date. The Initial Term will expire on the fifth (5th) anniversary of the Commencement Date.

(b) This Lease Agreement will automatically renew for up to four (4) additional five (5) year terms(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions provided herein, unless Lessee notifies Lessor, in writing of its intent not to renew this Lease Agreement at least one hundred and eighty (180) days prior to the expiration of the then existing Term.

(c) If after expiration/termination of any Term provided herein, Lessee shall continue to occupy the Premises and/or Communication Tower without the express written consent of Lessor, such occupancy shall be a tenancy at sufferance as provided under State law. Rent during such time shall be at the then current Rent rate plus five percent (5%) ("Holdover Rate"). The Holdover Rate shall be subject to an additional five percent (5%) annual increase each year Lessee continues to occupy the Premises and/or Communication Tower without consent by Lessor. Acceptance of any and all Rent by the Lessor during such time shall not constitute: (i) a renewal of this Lease Agreement; (ii) Lessor's consent to such occupancy; (iii) a waiver of Lessor's right of reentry; (iv) a waiver of any other right contained herein; nor (v) a waiver of any remedy available to Lessor at law or in equity.

(d) The word "Term" as used herein shall mean the Initial Term and any available Extension Terms(s)

Article 5. Rent.

5.1 Lessee shall pay the Lessor monthly rent in the amount of Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00), plus all taxes, if applicable, and subject to the annual increases as provided below in this Article. The initial rent payment shall be due on the first (1st) day of the first (1st) month following full execution of this Lease Agreement ("Commencement Date"), and each subsequent monthly payment shall be due on or before the first (1st) day of each calendar month ("Due Date") for the Term of this Lease Agreement. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease Agreement and at such other times as may be reasonably requested by Lessee, including, any change in Lessor's name or address. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1, February 1, and March 1 by March 1.

Rent shall be payable to Lessor at the following address:

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

5.2 The rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent paid during the previous year.

5.3 A late fee in the amount of five percent (5%) shall be assessed against any monthly rent payment not made on or before the Due Date. Notwithstanding any other provision contained herein, failure by Lessee to make any monthly rent payment within thirty (30) calendar days after written notice of default from Lessor, pursuant to Section 13.1 of this Lease Agreement, shall constitute cause for termination of this Lease Agreement by Lessor with no further obligation or penalty.

5.4 All charges payable under this Lease Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of this Lease Agreement.

Article 6. Termination.

(a) Lessor shall have the right to terminate this Lease Agreement for cause, without penalty or further liability, if Lessee, after its receipt of thirty (30) days prior written notice of default from Lessor, fails to comply with any applicable local, state and/or federal provision governing Lessee's activity at the Premises within the time prescribed by the governing authority, or within thirty (30) calendar days if no time is prescribed. Lessor shall allow Lessee the time prescribed by the governing authority, as may be extended, to cure or become in compliance with such failure to the extent that such time to cure does not interfere with Lessor's operation of the interoperable communication system. Delay in curing a cited Lessee activity under this Section will be excused if due to causes beyond the reasonable control of Lessee.

(b) Lessee shall have the right to terminate this Lease Agreement: (i) at any time prior to the Commencement Date, with written notice to Lessor; and thereafter, (ii) upon at least one hundred eighty (180) calendar days prior written notice to Lessor of the intent to terminate, and subject to payment of an early termination fee equal to six (6) months of Rent payments at the then current rate.

(c) Either party shall have the right to terminate this Lease Agreement, without penalty or further liability, if Lessee is denied, after exhaustion of all applicable appeals (provided that Lessee elects to appeal), any required Government Approvals necessary for construction, installation or operation of Lessee's Equipment at the Premises. Once obtained, failure by Lessee to maintain any Government Approval shall not constitute cause for termination of this Lease Agreement by Lessee except as otherwise provided herein.

(d) In accordance with Article 13 of this Lease Agreement, entitled "Default and Right to Cure," either party may terminate this Lease Agreement for cause upon prior written notice to the defaulting party, if the defaulting party fails to cure within the applicable cure periods provided therein. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor or Lessee, and to the extent that such delay does not interfere with Lessor's operation of the interoperable communication system.

(e) In the event the Premises and/or Communication Tower are damaged by fire, casualty, natural disaster or other harm so as to render it and/or them unleaseable, the Rent shall abate from the date of such damage and shall not resume until the Premises and/or Communication Tower are restored to a leaseable condition. If Lessor undertakes to rebuild or restore the Premises and/or the Communication Tower, Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the property subject to the provisions of Article 5 contained herein, and to the extent that placement and/or operation of such temporary facilities do not interfere with Lessor's efforts to rebuild or restore the Premises and/or Communication Tower, and to the extent

that placement and/or operation of such temporary facilities do not interfere with Lessor's operation of the interoperable communication system. In the event such damage shall render restoration by Lessor impossible within ninety (90) days of the time of such damage, Lessee may elect to terminate this Lease Agreement without penalty or further liability from the date of said damage. Any unpaid balance of Rent shall be prorated as of such termination date and paid in full by Lessee. Any prepaid Rent shall be prorated and returned to the Lessee for the period the Premises and/or Communication tower are unleased.

Article 7. Removal

All personal property as described in the Lessee Equipment Schedule, attached hereto as Exhibit D and as amended from time to time by written amendment executed by the parties, and incorporated herein, shall remain the sole property of Lessee and shall be removed by Lessee upon termination/expiration of this Lease Agreement. Failure to remove Lessee's Equipment from the Premises and/or Communication Tower within ninety (90) calendar days after the Term of this Lease Agreement, or other timeframe mutually agreed to by the parties in writing, may result in Lessor removing Lessee's equipment at Lessee's sole cost and expense.

Article 8. Maintenance.

8.1 Lessor will repair and maintain the Premises, the Communication Tower and access thereto in good condition, reasonable wear and tear and damage from the elements excepted. Lessee shall keep and maintain all leased portions of the Premises in good condition, reasonable wear and tear expected. Lessee shall provide Lessor reasonable advance notice of any repairs and/or maintenance conducted at the Premises.

8.2 Lessee, at Lessee's sole cost and expense, shall repair and maintain Lessee's Equipment at the Premises or on the Communication Tower in a condition satisfactory to Lessor. Lessee, at Lessee's sole cost and expense, shall maintain and repair Lessee's Equipment, except such maintenance and repair as may be necessitated by or as a result of the negligence of Lessor, in which case, the cost of such reasonable repairs shall be charged to and paid by Lessor.

Article 9. Interference.

9.1 Lessee's installation, operation, and use of Lessee's Equipment shall not damage or interfere in any way with operation of the interoperable communication system, its lighting system, related repair and maintenance activities or the activities of any Public Service Agency at the Premises. Lessee acknowledges that Interference with operation of the interoperable communication system could cause irreparable harm. In the event that there is Interference to Lessor's operation of the interoperable communication system caused by Lessee's Equipment,

Lessee shall promptly 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.

9.2 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.

9.3 Upon execution of this Agreement, Lessor shall provide to Lessee a schedule of reserved and existing radio frequencies in use at the Premises. Lessee warrants and represents that its use of the Premises will not cause Interference to the operations of any reserved or existing frequencies contained therein.

9.4 Prior to the installation of any of Lessee's Equipment on the Communication Tower or at the Premises, Lessee shall provide to Lessor an intermodulation analysis of all existing and proposed receiver and transmitter frequencies and shall certify that no Interference to any existing or proposed transceiver will occur as a result of the installation of any such equipment.

9.5 Lessee shall operate Lessee's Equipment in a manner that will not cause Interference to any and all of Lessor's current and future communication equipment which uses frequencies licensed to Lessor. Lessee shall operate Lessee's Equipment in a manner that will at no time cause Interference to the operations of any Public Service Agency operating within frequencies other than those frequencies licensed to Lessee.

9.6 Lessee shall install, operate and maintain Lessee's Equipment in a manner that will not damage or interfere with the operations of the existing equipment of other existing users. In turn, with the exception of any equipment existing at the Premises, and the exception of transmissions on any frequencies allocated by the FCC for non-commercial, public safety communication, Lessor agrees to use its best efforts within seventy two (72) hours following notice to prevent all subsequent lessees from installing and/or operating any equipment in a manner that causes harmful Interference to Lessee's Permitted Use at the Premises. In the event that any such Interference does not cease within the aforementioned cure period, Lessor shall require any subsequent lessee to cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such Interference) until the Interference has been corrected.

Article 10. Utilities.

10.1 Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining, securing and maintaining all utilities required for use and consumption at the Premises. Lessor shall not be

responsible or otherwise liable for any Interference to, interruption or failure of any such services supplied to Lessee for use at the Premises.

10.2 In the event of an interruption of any utility service provided to Lessee at the Premises, through no fault of Lessee, upon prior request by Lessee, Lessor may permit Lessee to secure a temporary source of power for the duration of the interruption. Approval of such requests will not be unreasonably withheld, conditioned or delayed by Lessor.

Article 11. Environmental.

11.1 Lessor represents and warrants, to the best of Lessor's knowledge, as of the Effective Date of this Lease Agreement (i) there are no known hazardous substances, including asbestos-containing materials and lead paint on or at the Premises; and (ii) the Premises has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

11.2 Lessor and Lessee hereby agree that each will be individually responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to all use of the Premises. Lessor, only to the extent and limitations set forth in Article 14.3 below, and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from that party's breach of its obligations or representations under this Article. Lessee shall not be responsible for any liability, remediation, clean-up or damages resulting from existing environmental conditions or hazardous substances located on the Premises prior to the execution of this Agreement.

11.3 In the event either party hereto becomes aware of any hazardous materials, or any environmental, health or safety condition on, at or relating to the Premises, that party shall, within no less than five (5) calendar days of becoming aware of such event, notify the other thereof.

11.4 In the event Lessee becomes aware of any hazardous materials on the Premises, or any environmental, health or safety condition or matter relating to the Premises, not caused by Lessee, that renders the condition of the Premises unsuitable for Lessee's use, or if Lessee reasonably believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of

liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease Agreement with notice.

Article 12. Access.

12.1 At all times throughout the Term of this Lease Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Premises and property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Tower and any utilities serving the Premises. Lessor shall provide to Lessee any key(s)/access code(s) necessary to access leased portions of the Premises. Lessee shall not permit any employee or agent to have access to such key(s)/access code(s) without advance written permission by Lessor. Lessee shall notify Lessor's designated representative via telephone at (904) 829-2226, prior to and immediately following each entry onto the Premises. Lessee hereby consents to a background investigation for security purposes of any person(s) it provides with the key(s)/access code(s) described herein. Lessee shall immediately notify Lessor of any compromise to the security of the Premises, and/or Communication Tower. Notwithstanding anything contained herein to the contrary, with respect to access to the Tower, Lessee shall make requests for access at least twenty-four (24) hours before access is required and Lessor shall grant such access within twenty-four (24) hours of a request by Lessee for routine maintenance, repairs and replacement of equipment. Lessor shall make all reasonable efforts to grant to Lessee access to the Tower within two (2) hours of a request by Lessee if Lessee demonstrates a need for such access upon shorter notice, which may include, but not be limited to, a storm event, loss of utility service, or failure or malfunction of Lessee's equipment. It is agreed, however, that the operation of Lessor's interoperable communication system shall be a priority in the event of an emergency or exigent circumstances.

12.2 Lessor and Lessee specifically acknowledge that Lessor reserves the right to reasonably and temporarily preclude, limit or control Lessee's access to the Premises and Communication Tower at any time. The Premises are a component of Lessor's operation of the interoperable communication system, and integrity of the system is of paramount concern. At any time during the Term of this Lease Agreement, Lessor or regulatory officials may require reasonable limitations upon Lessee's right of access with verbal and/or written notice of said limitation(s). In such case, Lessor shall provide reasonable notice to Lessee of the proposed limitations, and the parties hereto shall agree in good faith upon access limitations that take into account Lessee's needs for access to Lessee's Equipment, as well as Lessor's paramount responsibility to assure public safety and the integrity of its emergency services communication system, particularly at times of heightened local and national security alerts. Notwithstanding any other provision contained herein, any act or omission by Lessee that compromises the safety or integrity of

Lessor's operation of the interoperable communication system shall be cause for immediate termination of this Lease Agreement by Lessor, with no further liability or penalty.

Article 13. Default and Right to Cure.

13.1 In addition to any other events of default and/or breach described herein, the following will be deemed a default by Lessee and cause for termination of this Lease Agreement by Lessor, with no further liability or penalty: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after the Due Date after receipt of written notice from Lessor specifying the failure or (ii) Lessee's failure to perform any other term or condition under this Agreement as provided herein or within thirty (30) calendar days after receipt of written notice from Lessor specifying such failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee, and to the extent that such delay does not interfere with Lessor's operation of the interoperable communication system. Notwithstanding any other provision contained herein, if Lessee remains in default beyond any applicable cure period, as may be extended or excused by Lessor, Lessor will have the right to terminate this Lease Agreement as provided elsewhere herein and exercise any and all rights and remedies available under law and equity.

13.2 In addition to any other events of default/breach described herein, the following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access as set forth herein; or (ii) Lessor's failure to cure an event of Interference in accordance with Article 9 contained herein; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to terminate this Lease Agreement as provided elsewhere herein and exercise any and all rights and remedies available under law and equity.

Article 14. Indemnification.

14.1 Lessee shall indemnify, defend, and hold Lessor harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation to the extent caused by the installation, use, maintenance, repair, operation or removal of Lessee's equipment and activities on the Premises excepting, however, such costs, claims, liabilities and losses as may be due to or caused by the acts or omissions of Lessor, its invitees, agents or independent contractors (each and collectively, "Lessor Entities' Acts or Omissions"). Lessee shall not be responsible for any costs, claims, liabilities or losses to the extent

attributable to any of Lessor Entities' Acts or Omissions. Lessor preserves all rights, privileges and immunities of the Lessor as set forth in 768.28, Florida Statutes.

14.2 This provision relating to Indemnification, is separate and apart from, and is in no way limited by any insurance required, or provided pursuant to this Lease Agreement, or otherwise.

14.3 Lessor hereby agrees to indemnify, defend and hold Lessee harmless from and against any and all claims involving the Premises alleging personal injury, including bodily injury or death, and/or property damage, , losses, damages, causes of action, claims, liabilities, cost and expenses, including reasonable attorneys' fees and court costs but only to the extent that such claims are caused by the negligence of Lessor or any officer, employee, representative or agent of Lessor. Nothing herein shall be construed as a waiver of Lessor's sovereign immunity nor as its consent to be sued by third parties. Lessor's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

14.4 These provisions relating to indemnification shall survive the termination/expiration of this Lease Agreement.

14.5 Except for the indemnity obligations set forth in this Lease Agreement, and otherwise notwithstanding anything to the contrary in this Lease Agreement, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

Article 15. Insurance Requirements.

15.1 It is expressly understood that Lessor shall bear no responsibility for providing insurance coverage for any property owned by Lessee, and shall bear no liability for any loss of property (real or personal) belonging to Lessee by reason of damage, theft or otherwise.

15.2 All insurance coverage described under this Article shall be issued by companies authorized or permitted to do business under the laws of the State of Florida. Lessee shall provide to the Lessor for review and reasonable approval proof of insurance within ten (10) days of the Effective Date. The insurance certificate(s) shall clearly indicate that Lessee has obtained insurance of the type(s), amount(s), and classification(s) as required herein. The insurance certificate(s) shall include Lessor as an additional insured as their interests may appear under this agreement for all lines of coverage except Workers' Compensation, Employer's Liability and

Professional Errors & Omissions Liability. A copy of the blanket additional insured endorsement must accompany the insurance certificate.

15.3 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement, Commercial General Liability Insurance with combined single limits of \$3,000,000 each occurrence and \$3,000,000 general aggregate for property damage and bodily injury (including wrongful death, as well as from claims of property damages which may arise from any activity under this Lease Agreement, whether such operations be by Lessee or by anyone directly employed by or contracting with Lessee).

15.4 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement Commercial Auto Liability Insurance with limits of \$2,000,000 combined single limit—each accident on all owned and non-owned automobiles, including hired or leased automobiles.

15.5 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement, Workers' Compensation Insurance as required by State law.

15.6 Any contractor or subcontractor is required to obtain and maintain substantially the same insurance with substantially the same limits as that required of Lessee.

Article 16. Taxes.

16.1 If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Lessee with respect to the transactions contemplated by this Lease Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall pay such billed amount of Tax to Lessor within twenty (20) days receipt of an invoice and supporting documentation, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such tax from Lessee.

16.2 In accordance with State and federal law, Lessor is exempt from the payment of ad valorem taxes. Lessee shall pay in full, before delinquency, all taxes, charges and assessments, if any, levied on or otherwise directly attributable to the Premises and on the equipment, furniture and fixtures located thereon or as a result of Lessee's use of the Premises, including but not limited to sales, personal property taxes and ad valorem property taxes. Lessee shall have the right, at its sole cost and expense, to in good faith challenge any tax or assessment.

Article 17. Notice and Emergency Contact.

17.1 All notices, requests, demands and communication hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

With respect to Lessor: St. Johns County Land Management Systems
Attn: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Phone: (904) 209-0760

With copies to: St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida 32084
Phone: (904) 209-1789

St. Johns County Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

In case of Emergency: (904) 829-2226

With respect to Lessee: T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. 9JK2879A
12920 SE 38th Street
Bellevue, WA 98006

In case of Emergency: (877) 611-5868

17.2 Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

Article 18. Miscellaneous Provisions.

(a) To the extent that Lessee needs to secure, obtain, acquire, and/or maintain any permits, licenses or approvals required by Federal, State, and/or County law, rule, regulation or ordinance in order to conduct the permitted activities described herein, then Lessee shall be responsible for securing, obtaining, acquiring, and/or maintaining, at the Lessee's sole expense, any, and all, such permits, licenses, and/or approvals.

(b) In accordance with State law, contemporaneously with the execution of this Lease Agreement, the parties may execute a recordable Memorandum of Lease substantially in the form attached as Exhibit E, which either party may record during the Term of this Lease Agreement.

(c) Lessee will have the right to assign, sell or transfer its interest under this Lease Agreement without the approval or consent of Lessor, to Lessee's Affiliate or to any entity which acquires all or substantially all of the Lessee's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Lessor of such assignment, transfer or sale in writing, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement. Lessee shall not have the right to sublease the Premises. Lessee may not otherwise assign this Agreement without Lessor's prior written consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed.

(d) This Lease Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.

(e) This Lease Agreement is governed by the laws of the State of Florida and any provisions contained in this Lease Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

(f) Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

(g) No delay or failure by either party to exercise or enforce any right or provision of this Lease Agreement will be considered a waiver thereof.

(h) If any provision of this Lease Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

(i) The obligations under this Lease Agreement which by their nature would continue beyond the termination/expiration of the Term of this Lease Agreement shall survive such termination/expiration of this Lease Agreement.

(j) This Lease Agreement contains the entire understanding between the parties with respect to the subject matter of this Lease Agreement.

(k) The headings of any articles, sections or paragraphs of this Lease Agreement are for convenience or reference only and are not intended to affect the meaning of this Lease Agreement.

(l) This Lease Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same Agreement. A complete, executed copy of this Lease Agreement shall be enforceable as an original.

(m) The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Lease Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State or federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

(n) In accordance with State law, the following statement is hereby made: Radon gas 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 gas that exceed federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county health department.

(o) Each party covenants to the other party that it has the lawful authority to enter into this Lease Agreement and has authorized the execution of this Agreement by the party's authorized representative.

(p) Lessor's obligations are limited as set forth in section 768.28, Florida Statutes, and nothing in this Lease Agreement shall be construed to extend the liabilities of Lessor beyond that provided in section 768.28, Florida Statutes or be deemed as a waiver of Lessor's sovereign immunity beyond that provided in section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

The remainder of this page has been intentionally left blank.

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

WITNESSES:

"LESSOR"

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

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

By: Joy Andrews

Title: County Administrator

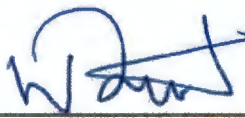
Date: _____

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

WITNESSES:

"LESSEE"

T-Mobile South LLC, a Delaware Limited Liability Company



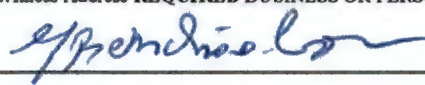


Print Name: Willie Du Toit
7025 A.C. Skinner Parkway
Jacksonville FL 32256
Witness Address **REQUIRED BUSINESS OR PERSONAL**

By: CJ Johnson

Title: Director, Network Engineering & Ops

Date: 3/3/2025



Print Name: MOHAMED BENCHAABOUNE
7025 AC Skinner Pkwy
Jacksonville FL 32256
Witness Address **REQUIRED BUSINESS OR PERSONAL**



EXHIBIT A

PREMISES/COMMUNICATION TOWER DESCRIPTION

Parcel Number 050300-1213

That Portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1512.94 feet; thence run due west 7309.92 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330.00 feet; thence run due north 165.00 feet to the point of beginning. Less the east 30 feet for road, utility and drainage purposes.

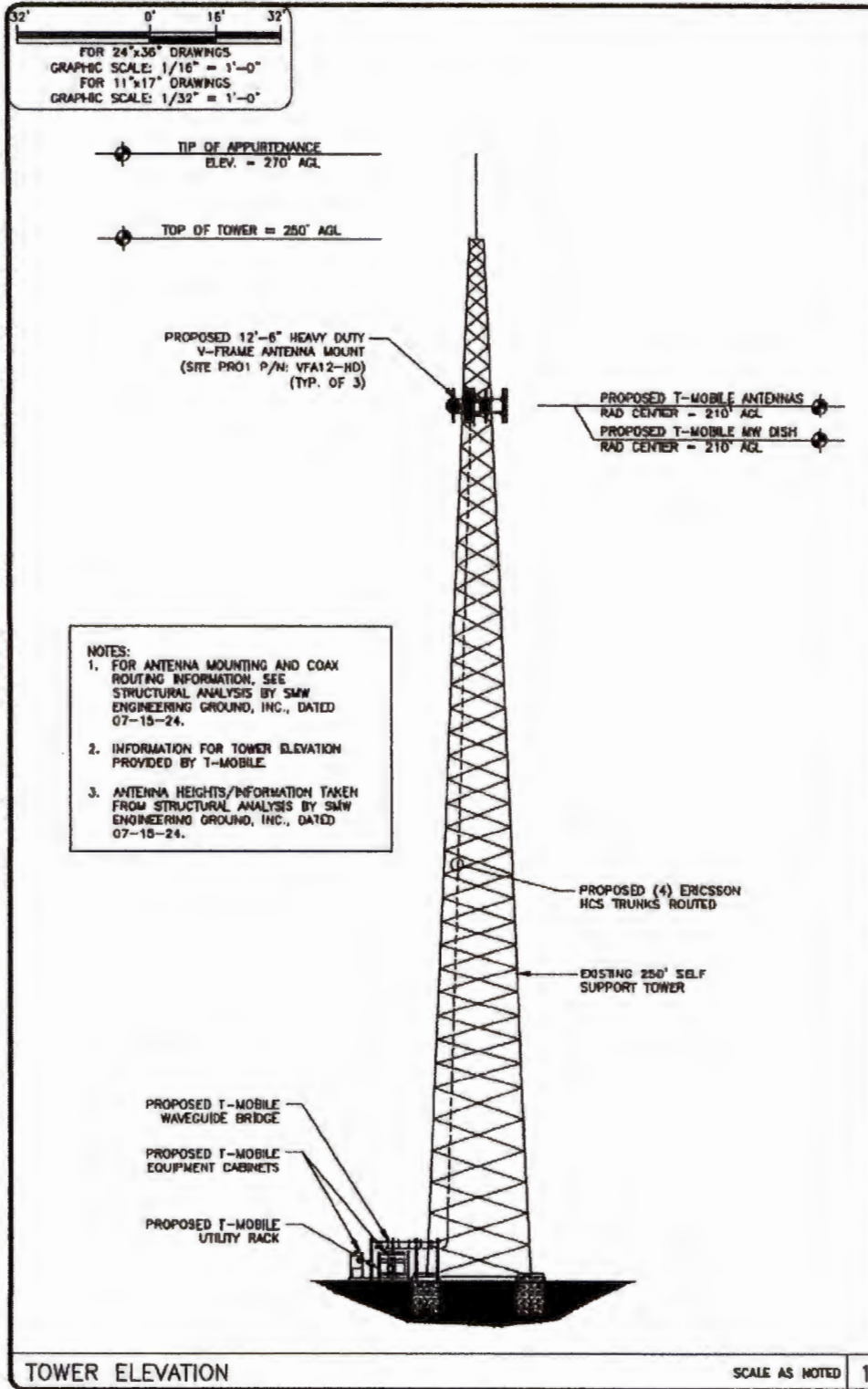
Also described as Tract 1213 of Unit 1 of the unrecorded plat of Flagler Estates.

That portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

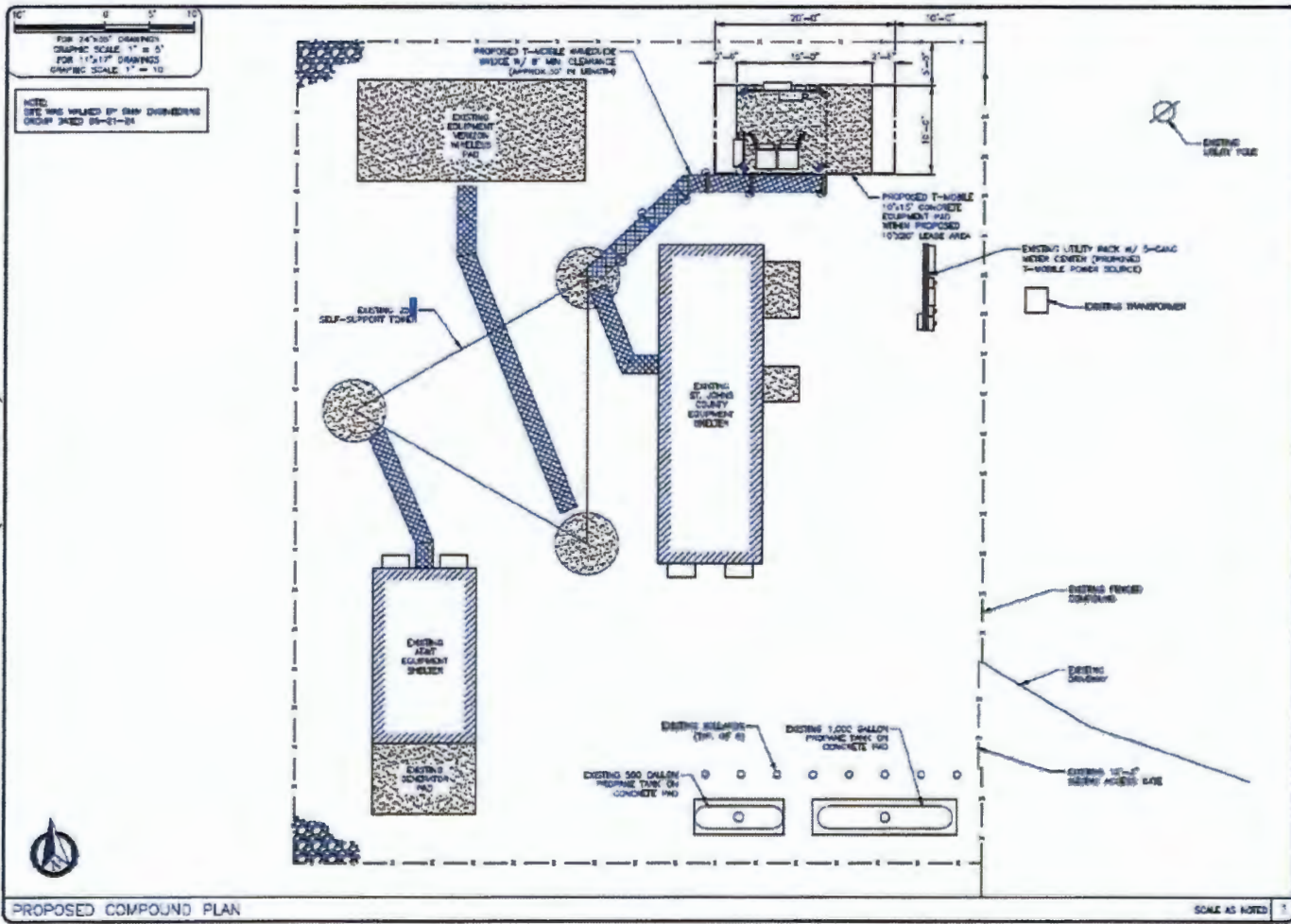
Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1347.94 feet; thence run due west 7309.82 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330 feet; thence run due north 165.00 feet to the point of beginning. Less the east 30 feet for road, utility and drainage purposes.

Also described as Tract 1214 of Unit 1 of the unrecorded plat of Flagler Estates.

EXHIBIT A
(continued)



**EXHIBIT B
(continued)**



FOR 24"x36" DRAWINGS
GRAPHIC SCALE 1" = 5'
FOR 11"x17" DRAWINGS
GRAPHIC SCALE 1" = 10'

NOTE:
SITE WAS VISITED BY GARY OVERBERGER
ON 04/25/2011

REV	DATE	DESCRIPTION
1	03/26/11	ISSUE PERMITS
2	03/26/11	FOR IDENTIFICATION
3	03/26/11	REVISION

PROJECT NO. 2009015
DRAWN BY C. HENDEL
PROJECT MANAGER C. HENDEL
CHECKED BY C. HENDEL

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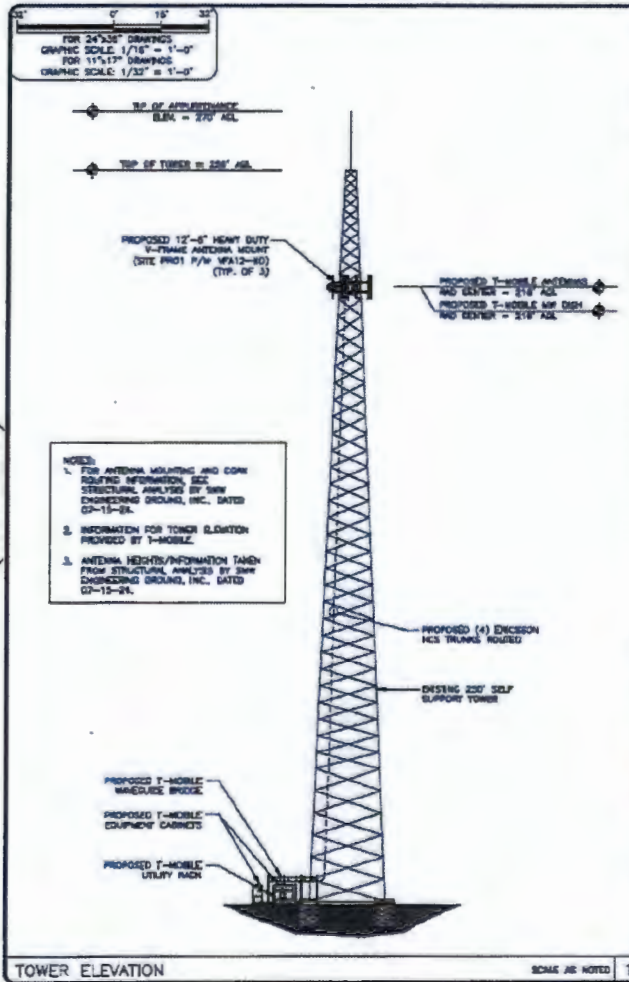


THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY S. SMITH, PE (43712) USING A LEGAL SIGNATURE IN ACCORDANCE WITH F.A.C. SECTION 200.000 WITH A DIGITAL CERTIFICATE ISSUED BY COMPTON, INC. PUBLIC NOTICE: ANYONE IN POSSESSION OF THIS DOCUMENT WHO HAS NOT COMPLETED THESE AND SCALED AND THE SIGNATURE MUST BE FORGED OR ANY ELECTRONIC COPY.

JERRY S. SMITH, PE, N.E. 7/10/11

SJK2879A
SJK2879A
ISSUED FOR MAYOR BUD BRIDGES (ST. JOHNS COUNTY)
THEY WERE PROPOSED COMPOUND PLAN
SHEET NUMBER C2

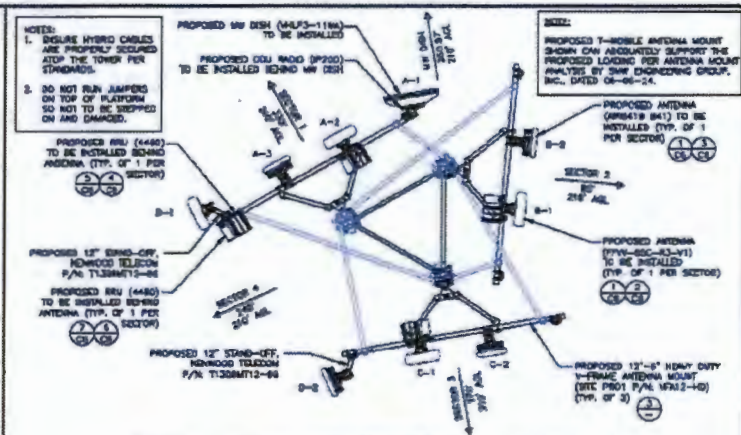
EXHIBIT B
(continued)



NOTES:
1. FOR ANTENNA MOUNTING AND CABLE ROUTING INFORMATION, SEE STRUCTURE ANALYSIS BY SHAW ENGINEERING GROUP, INC., DATED 02-15-24.
2. INFORMATION FOR TOWER ELEVATION PROVIDED BY T-MOBILE.
3. ANTENNA HEIGHTS/INFORMATION TAKEN FROM STRUCTURAL ANALYSIS BY SHAW ENGINEERING GROUP, INC., DATED 02-15-24.

TOWER ELEVATION

SCALE AS NOTED 1



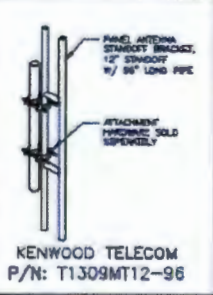
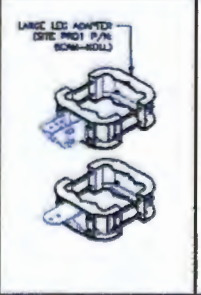
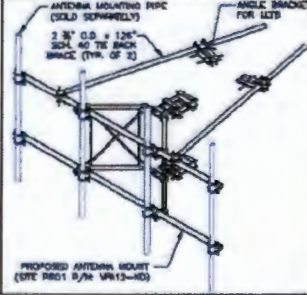
NOTES:
1. INSURE HYDRO CABLES ARE PROPERLY SECURED AT THE TOWER PER STANDARDS.
2. DO NOT RUN JAMPERS ON TOP OF PLATFORM SO NOT TO BE STEPPED ON AND DAMAGED.

NOTE:
PROPOSED T-MOBILE ANTENNA MOUNT SHOWN CAN ABSOLUTELY SUPPORT THE PROPOSED LOADING PER ANTENNA MOUNT ANALYSIS BY SHAW ENGINEERING GROUP, INC., DATED 02-06-24.

FINAL ANTENNA SCHEDULE

SECTOR	RFC	HS	P/D	ANTENNA	BRU MODEL	ANTENNA CABLE DESCRIPTION
ALPHA	230	230°	A1	UHSR-1186A	QDU 9082	60 LBS/1" HYBRID TRUSS 0" 1/4" COAX CABLES
		230°	A2	FPVH450CH-V1	448 B-448B	
		230°	A3	APM15 B41		
BETA	230	80°	B1	FPVH450CH-V1	448 B-448B	60 LBS/1" HYBRID TRUSS 0" 1/4" COAX CABLES
			B2	APM15 B41		
			B3	FPVH450CH-V1	448 B-448B	
GAMMA	230	100°	G1	FPVH450CH-V1	448 B-448B	60 LBS/1" HYBRID TRUSS 0" 1/4" COAX CABLES
		100°	G2	APM15 B41		
DELTA	230	230°	D1	FPVH450CH-V1	448 B-448B	60 LBS/1" HYBRID TRUSS 0" 1/4" COAX CABLES
		230°	D2	APM15 B41		

PROPOSED ANTENNA LAYOUT SHEET 2



PROPOSED MOUNT SHEET 3 ADAPTER SHEET 4 STAND-OFF DETAIL SHEET 5

REV	DATE	DESCRIPTION
1	02/22/24	ISSUE FOR PERMITS
2	02/26/24	FOR SUBMISSION
3	02/28/24	ISSUED

PROJECT NO: 24-0118
DRAWN BY: S. WOODS
PROJECT MANAGER: S. WOODS
CHECKED BY: S. WOODS

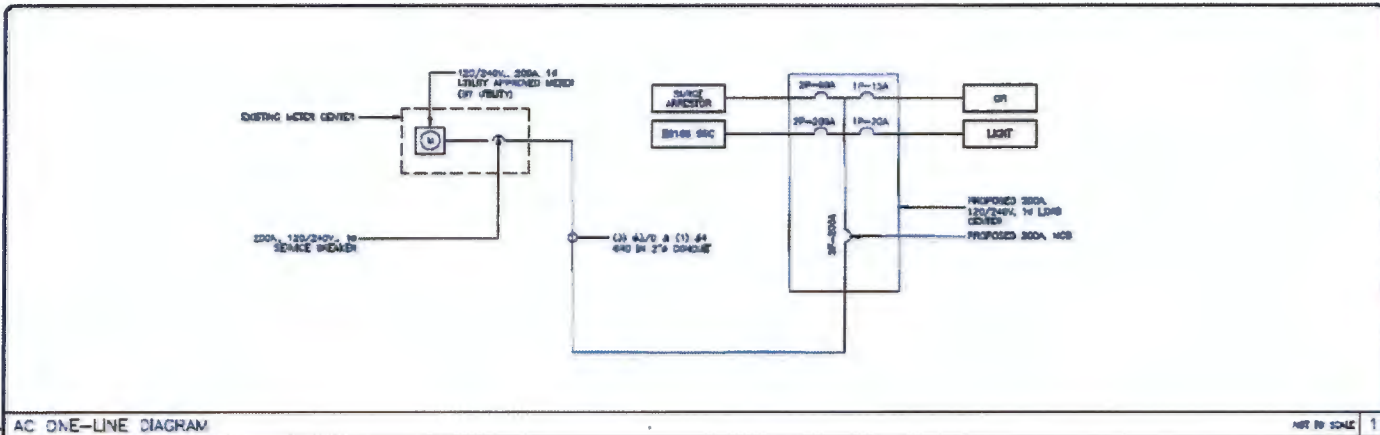
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THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY D. SHAW, PE (LAPSED) USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61B5-23.04, WITH A DIGITAL CERTIFICATE ISSUED BY SHAW ENGINEERING GROUP, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE PROPERLY PRINTED COPIES OF THIS DOCUMENT AND NOT COPIED, SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN ANY ELECTRONIC COPIES.
JERRY D. SHAW, PE, P.E. 02/28/24

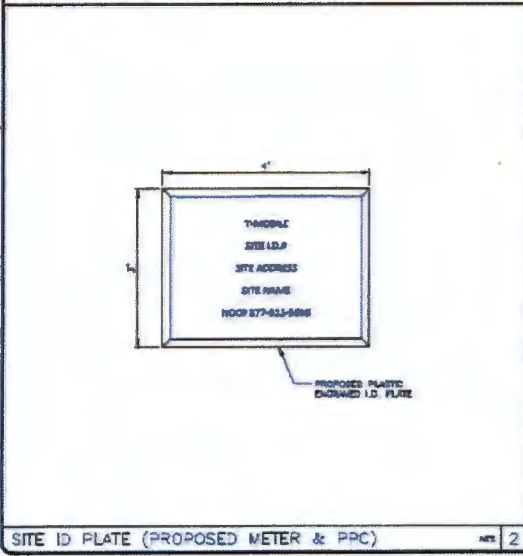
9JK2879A
9JK2879A
ISSUED FOR MATERIAL FLORIDA STATE (DT - OTHER COUNTY)
SHEET NAME
TOWER ELEVATION & ANTENNA LAYOUT
SHEET NUMBER
C3

EXHIBIT B
(continued)



AC ONE-LINE DIAGRAM

NOT TO SCALE 1



SITE ID PLATE (PROPOSED METER & PCB)

NOT 2

CIR NO	DESCRIPTION	PANEL RATING		200 AMP 120/240 VOLTS				PHASE 1 WIRE 3				200 MCB		CIR NO	
		RVA	2P/POLE	WIRE	GND	COND	COND	GND	WIRE	2P/POLE	RVA	DESCRIPTION	RVA		AMP
1		0						Ø	Ø12	Ø12	Ø12	Ø12		Ø16	2
3	SURGE ARRESTOR	0	ØØ2	Ø	Ø	Ø		3/4"	Ø12	Ø12	ØØ7		1.8	4	
5														6	
7		11.5												8	
9	BB100 SEC	11.5	ØØ2	Ø	Ø4	2"								10	
11														12	
13	SPACE													14	
15	SPACE													16	
17	SPACE													18	
19	SPACE													20	
21	SPACE													22	
23	SPACE													24	
SUB TOTAL (KVA/CONT)		Ø	Ø										Ø	Ø	
SUB TOTAL (KVA/INR-CONT)		11.5	17.5										Ø18	Ø	
TOTAL KVA															
NON-CONT'D TEST'S CONT				23.2						ØØ.8				TOTAL AMP	

(P) PROPOSED
(B) PREWIRED FROM MANUFACTURER

PANEL SCHEDULE

3

REV	DATE	DESCRIPTION
1	07/24/20	ISSUE PERMITS
2	07/27/20	FOR CONSTRUCTION
3	08/01/20	REVISION

PROJECT NO.: 20-018
DRAWN BY: J. SMITH
PROJECT MANAGER: J. SMITH
CHECKED BY: J. SMITH

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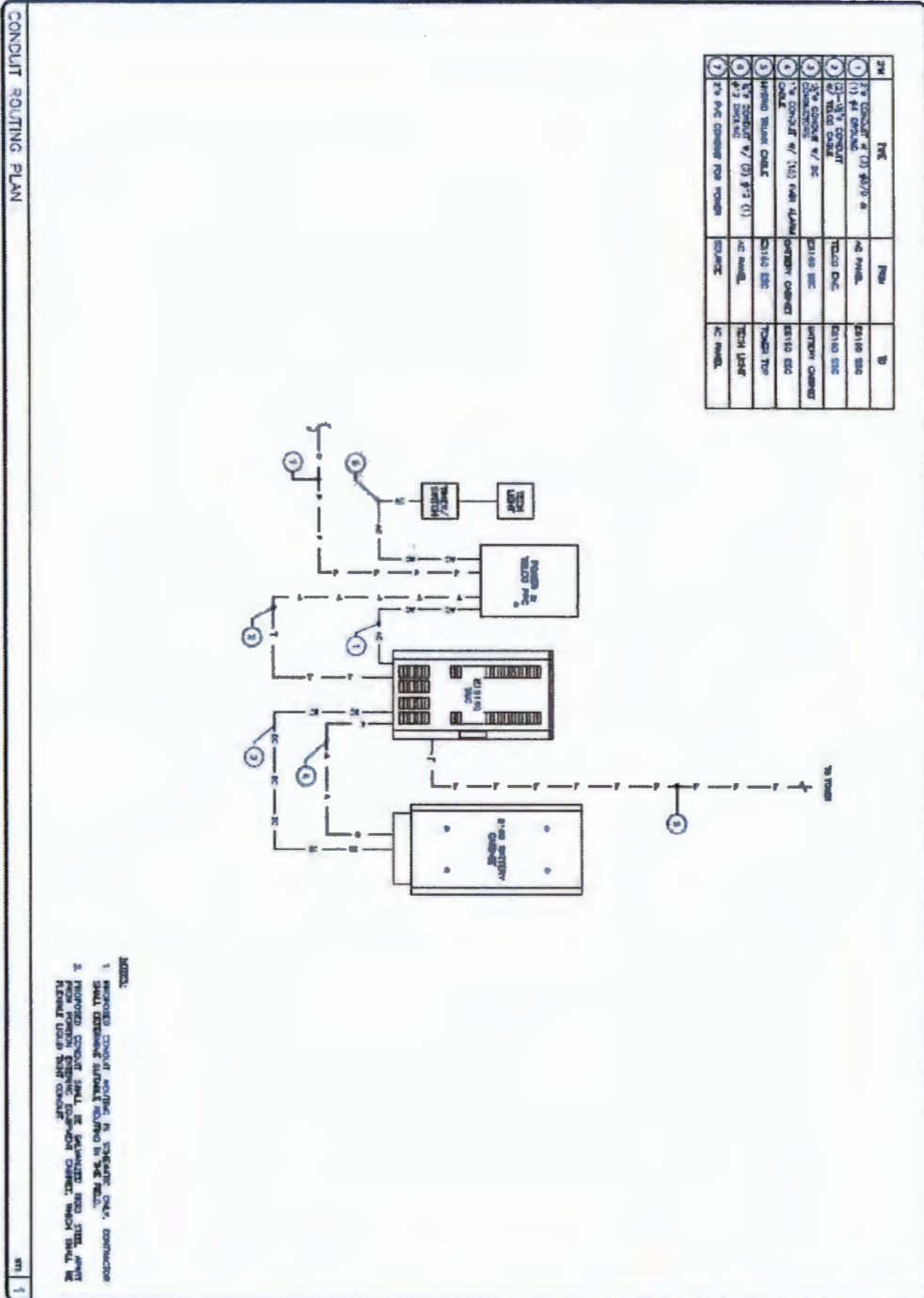


THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JERRY J. SMITH, PE (A0117), CIVIL & ELECTRICAL ENGINEER IN ACCORDANCE WITH P.A.C. 100-10.10A, WITH A NOTARIAL CERTIFICATE ISSUED BY DENVER, CO. PLEASE REFER TO THE NOTARIAL CERTIFICATE TO VIEW THE SIGNATURE AND VERIFY ITS AUTHORITY. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS THEY ARE SIGNED AND SEALED BY THE SIGNATURE MUST BE VERIFIED IN ANY ELECTRONIC COPIES.

JERRY J. SMITH, PE, No. 00117

9JK2879A
9JK2879A
ISSUANCE AND MATRICES ALIGNED WITH THE ORIGINAL SET
PROJECT NAME
ONE-LINE DIAGRAM & PANEL SCHEDULE
SHEET NUMBER
E6

**EXHIBIT B
(continued)**



<p>SMW SOUTHWESTERN METALS WORKS, INC. A DIVISION OF SOUTHWESTERN ENERGY SERVICES, INC. 10000 WEST 10TH AVENUE DENVER, CO 80231 303.750.1000</p>	<p>Mobile The Official Fuel Card for the Mobile Industry 10000 West 10th Avenue Denver, CO 80231 303.750.1000</p>	<p>84K2879A 94K2879A 104K2879A 114K2879A 124K2879A 134K2879A 144K2879A 154K2879A 164K2879A 174K2879A 184K2879A 194K2879A 204K2879A 214K2879A 224K2879A 234K2879A 244K2879A 254K2879A 264K2879A 274K2879A 284K2879A 294K2879A 304K2879A 314K2879A 324K2879A 334K2879A 344K2879A 354K2879A 364K2879A 374K2879A 384K2879A 394K2879A 404K2879A 414K2879A 424K2879A 434K2879A 444K2879A 454K2879A 464K2879A 474K2879A 484K2879A 494K2879A 504K2879A 514K2879A 524K2879A 534K2879A 544K2879A 554K2879A 564K2879A 574K2879A 584K2879A 594K2879A 604K2879A 614K2879A 624K2879A 634K2879A 644K2879A 654K2879A 664K2879A 674K2879A 684K2879A 694K2879A 704K2879A 714K2879A 724K2879A 734K2879A 744K2879A 754K2879A 764K2879A 774K2879A 784K2879A 794K2879A 804K2879A 814K2879A 824K2879A 834K2879A 844K2879A 854K2879A 864K2879A 874K2879A 884K2879A 894K2879A 904K2879A 914K2879A 924K2879A 934K2879A 944K2879A 954K2879A 964K2879A 974K2879A 984K2879A 994K2879A 1004K2879A</p>	<p>CONDUIT ROUTING PLAN</p> <p>DATE: 10/1/00</p> <p>BY: E7</p>
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EXHIBIT C

TOWER AND GROUND LEASE AREA

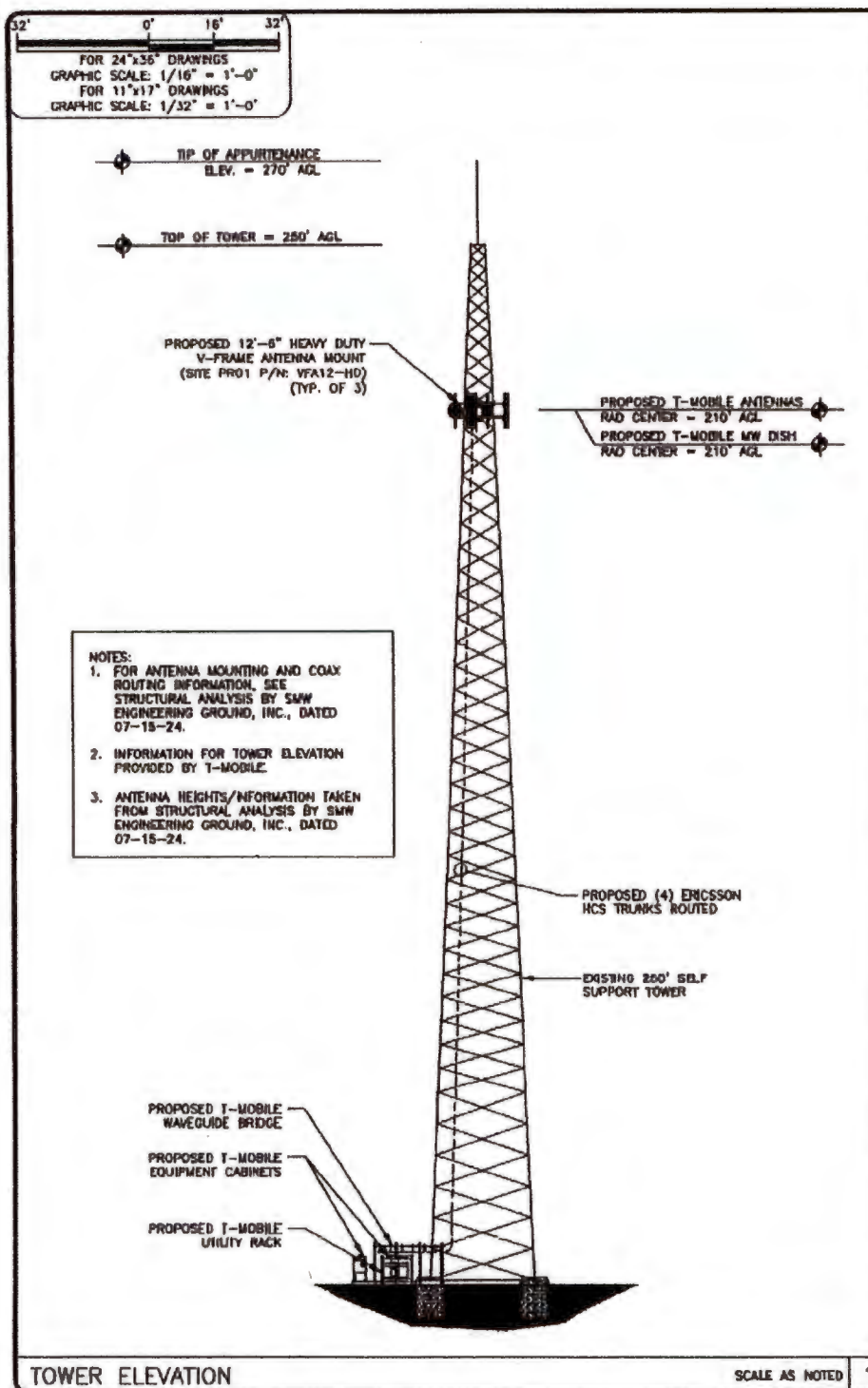


EXHIBIT D

LESSEE EQUIPMENT SCHEDULE

FINAL ANTENNA SCHEDULE						
SECTOR	RAD	AZ	POS	ANTENNA	RRU MODEL	ANTENNA CABLE DESCRIPTION
ALPHA	210'	350.57°	A1	VHLP3-11WA	ODU IP20D	(4) 1.936" HYBRID TRUNK (2) 1/4" COAX CABLES
		330°	A2	FFVV-65C-R3-V1	4460 & 4480	
		330°	A3	AIR6419 B41	-	
BETA	210'	95°	B1	FFVV-65C-R3-V1	4460 & 4480	
			B2	AIR6419 B41	-	
GAMMA	210'	170°	C1	FFVV-65C-R3-V1	4460 & 4480	
			C2	AIR6419 B41	-	
DELTA	210'	245°	D1	FFVV-65C-R3-V1	4460 & 4480	
			D2	AIR6419 B41	-	

EXHIBIT E

MEMORANDUM OF LEASE

Cell Site Name: _____
Fixed Asset Number: _____

State of Florida
County of St. Johns

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ___ day of _____, 2025, by and between St. Johns County, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32083 ("Lessor") and _____ with its principal offices at _____ ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Lessor and Lessee entered into a certain Communication Tower Lease Agreement ("Agreement") on the ___ day of _____, 2025, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the Commencement Date of the Agreement, with four (4) successive five (5) year options to renew. "Commencement Date" means the first (1st) day of the first (1st) month following full execution of this Lease Agreement.

The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit A** attached hereto and by reference incorporated herein.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first written below.

Signed, sealed and delivered
in the presence of:

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

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

By: Joy Andrews
Title: County Administrator
Date: _____

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means physical presence, this _____ day of _____, 2025, by Joy Andrews as County Administrator for St. Johns County, Florida, who is personally known to me.

Notary Public
My commission expires: _____

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

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first written below.

Signed, sealed and delivered

T-Mobile South LLC, a Delaware Limited Liability Company

presence of:

Print Name: _____

By: _____

Title: _____

Witness Address **REQUIRED BUSINESS OR PERSONAL**

Date: _____

Print Name: _____

Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____ as _____ for _____ who is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____

EXHIBIT A TO MEMORANDUM OF LEASE

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

Parcel Number 050300-1213

That Portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1512.94 feet; thence run due west 7309.92 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330.00 feet; thence run due north 165.00 feet to the point of beginning.

Less the east 30 feet for road, utility and drainage purposes.

Also described as Tract 1213 of Unit 1 of the unrecorded plat of Flagler Estates.

That portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1347.94 feet; thence run due west 7309.82 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330 feet; thence run due north 165.00 feet to the point of beginning.

Less the east 30 feet for road, utility and drainage purposes.

Also described as Tract 1214 of Unit 1 of the unrecorded plat of Flagler Estates.

EXHIBIT "B" TO RESOLUTION

Cell Site Name: St. Johns County
Fixed Asset Number: SST/9JK2879A

State of Florida
County of St. Johns

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2025, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 ("Lessor") and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, with its principal offices at c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006 (Attn: Lease Compliance/Site No. 9JK2879A) ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Lessor and Lessee entered into a certain Communication Tower Lease Agreement ("Agreement") on the ____ day of _____, 2025, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the Commencement Date of the Agreement, with four (4) successive five (5) year options to renew. "Commencement Date" means the first (1st) day of the first (1st) month following full execution of this Lease Agreement.

The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit A** attached hereto and by reference incorporated herein.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first written below.

Signed, sealed and delivered
in the presence of:

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

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

By: Joy Andrews
Title: County Administrator
Date: _____

Print Name: _____
4010 Lewis Speedway
St. Augustine, FL 32084

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2025, by Joy Andrews as County Administrator for St. Johns County, Florida, who is personally known to me.

Notary Public
My commission expires: _____

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

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first written below.

Signed, sealed and delivered
presence of:

T-MOBILE SOUTH LLC

Shay L. Harden

[Signature]

Print Name: Shay L. Harden

By: HENRY C JOHNSON

Star Benjamin Center Dr Tampa, FL
Witness Address REQUIRED BUSINESS OR PERSONAL

Title: MARKET DIRECTOR OF ENG.

Date: MARCH 7 2025

[Signature]

Print Name: KATHRYN S. FEET
10405 Lightner Bridge Dr.
Tampa, FL 33626

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 7TH day of MARCH, 2025, by HENRY C. JOHNSON
as MARKET DIRECTOR OF ENGINEERING for T-MOBILE SOUTH LLC
who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

My commission expires: _____



EXHIBIT A TO MEMORANDUM OF LEASE

DESCRIPTION OF PREMISES

Parcel Number 050300-1213

That Portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1512.94 feet; thence run due west 7309.92 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330.00 feet; thence run due north 165.00 feet to the point of beginning.

Less the east 30 feet for road, utility and drainage purposes.

Also described as Tract 1213 of Unit 1 of the unrecorded plat of Flagler Estates.

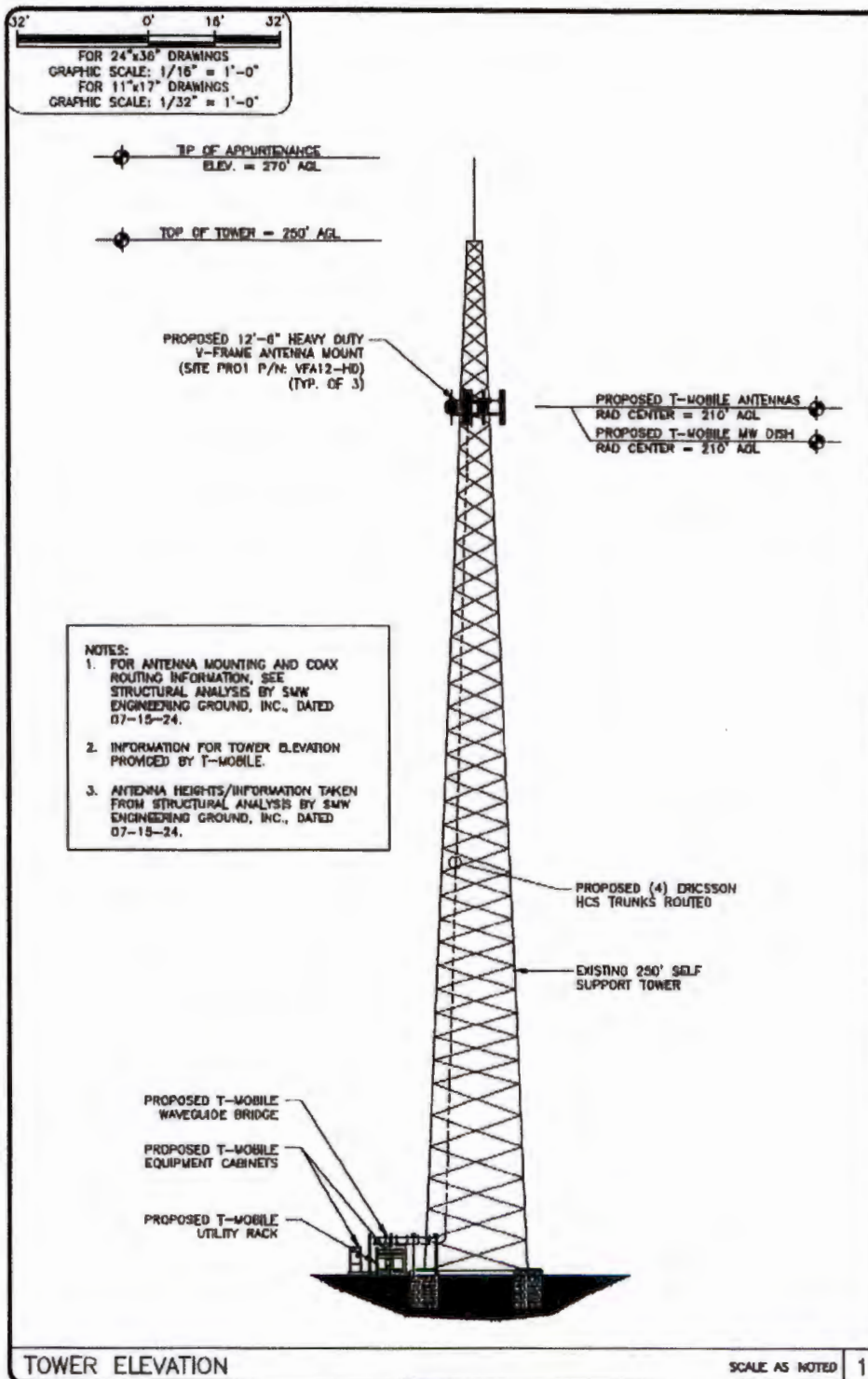
That portion of Section 2, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1347.94 feet; thence run due west 7309.82 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south, 165.00 feet; thence run due east 330 feet; thence run due north 165.00 feet to the point of beginning.

Less the east 30 feet for road, utility and drainage purposes.

Also described as Tract 1214 of Unit 1 of the unrecorded plat of Flagler Estates.

EXHIBIT A
(continued)





2024 Aerial Imagery

Date: 1/7/2025

**Non-Exclusive Communication
Tower Lease Agreement**

T-Mobile South LLC



**Land Management
Systems
(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.