DOCKET NO. 471
SORRENTINO EXHIBIT 3
OBJECTION TO PROTECTIVE ORDER

VERIZON WIRELESS LEASE – FLORIDA

Consideration: **(a) $24,000 per annum**
(b) 2% annual increase

12	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

9/20/2016

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **August 31, 2016**

FROM: **Damon Douglas, Land Mangement Systems Project Manager** **PHONE:** **209-0794**

SUBJECT OR TITLE: **Resolution approving the material terms and conditions of a Communication Tower Lease Agreement with Verizon wireless on the County Tower located at 9685 Light Avenue, and authorizing the County Administrator, or designee, to execute the Lease Agreement, with associated Memorandum of Lease, and any future Amendments to the Lease Agreement.**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

The County owns a communication tower facility located at 9685 Light Avenue which is an integral part of an interoperable communication system for use by local, state and federal public safety agencies. Verizon Wireless Personal Communications LP is seeking to enter into a Non-Exclusive Communication Tower Lease Agreement to collocate on the Tower to provide enhanced wireless communication service in the surrounding area. Entering into the proposed Lease Agreement serves the best interests of the citizens of the County.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to Adopt Resolution 2016-____, authorizing the County Administrator, or designee, to execute a Non-Exclusive Communication Tower Lease Agreement (Agreement) with Verizon and associated Memorandum of Lease in substantially the same form and format as attached hereto, and further authorizing the County Administrator, or designee, to execute any amendments thereto that do not affect the material terms, conditions or obligations of the Agreement.

For Administration Use Only:
Legal: RDR 9/6/2016 **OMB: WS 9/6/2016** **Admin: DML 9/7/2016**

EXHIBIT 3

RESOLUTION NO. 2016-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A NON-EXCLUSIVE COMMUNICATIONS TOWER LEASE AGREEMENT, ALONG WITH THE PROVISIONS OF A MEMORANDUM OF LEASE WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LEASE AGREEMENT AND MEMORANDUM ON BEHALF OF THE COUNTY.

RECITALS

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

WHEREAS, Verizon Wireless Personal Communications LP ("Verizon") is seeking to enter into a Non-Exclusive Communication Tower Lease Agreement ("Lease Agreement") to collocate on the Tower to provide enhanced wireless communication service in the surrounding area; and,

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

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 is instructed to file one original of the Lease Agreement in the Clerk's office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

ST. JOHNS COUNTY
NON-EXCLUSIVE
COMMUNICATION TOWER LEASE AGREEMENT
(Lessee Site Name/No.: RCC Flagler Estates/102644)

THIS COMMUNICATION TOWER LEASE AGREEMENT ("Lease Agreement"), dated _____, 2016, 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 Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("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, FL 32145 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 earlier to occur of the first (1st) day of the month following: (i) the date that Lessee is granted a building permit; or (ii) twelve (12) months following the Effective Date. Within sixty (60) days after the Commencement Date, the parties shall execute an amendment to this Agreement that clearly states the exact date of the Commencement Date.

"Communication Tower" means the 250-foot, self-support communication tower located at 9685 Light Avenue, Hastings, FL 32145 in St. Johns County, 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 _____ day of _____, 20__. (Date of full execution)

"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 dated the Effective Date, 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
Attention: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084

with copies to:

St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida 32084

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

with respect to Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

"Premises" means that certain plot, parcel or tract of land located at 9685 Light Avenue, Hastings, FL 32145 in St. Johns County, 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.

(h) By entering into this Lease Agreement, Lessor has: (i) complied with the applicable requirements of Section 125.35, Florida Statutes, as applicable; (ii) determined that it is in the best interest of St. John's County to enter into this Lease Agreement; and (iii) determined that Lessee was the highest and best bidder for the uses allowed pursuant to the terms and conditions of this Lease Agreement.

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

(a) Lessee is a limited partnership organized under the laws of the State of Delaware, and is duly 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 5 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 13, 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 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 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 Section 3.4 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.

3.3 Lease Term.

(a) The initial lease term will 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 term(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 the 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 Term(s).

3.4 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 3.3(a) 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 11 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 leasable 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 4 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 unleaseable.

Article 4. Rent.

4.1 Lessee shall pay the Lessor monthly rent in the amount of TWO THOUSAND DOLLARS AND NO CENTS ($2,000.00), 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 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

4.2 The rent shall increase annually on the anniversary of the Commencement Date by an amount equal to two percent (2%) of the rent paid during the previous year.

4.3 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 11.1 of this Lease Agreement, shall constitute cause for termination of this Lease Agreement by Lessor with no further obligation or penalty.

4.4 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 5. Interference.

5.1 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.

5.2 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.

5.3 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.

5.4 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 which shall certify that no Interference to any existing or proposed transceiver will occur as a result of the installation of any such equipment.

5.5 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.

5.6 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 communications, 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 6. Maintenance.

6.1 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.

6.2 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 7. Removal.

7.1 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. Utilities.

8.1 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.

8.2 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 9. Environmental.

9.1 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.

9.2 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, to the extent permissible by law, 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.

9.3 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.

9.4 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 10. Access.

10.1 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 communications system shall be a priority in the event of an emergency or exigent circumstances.

10.2 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 uninterrupted 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.

Article 11. Default and Right to Cure.

11.1 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. 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.

11.2 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 5 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 12. Indemnification.

12.1 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.

12.2 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.

12.3 To the extent permissible by law, Lessor shall indemnify, defend, and hold Lessee 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 Lessor'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 Lessee, its invitees, agents or independent contractors (each and collectively, "Lessee Entities' Acts or Omissions"). Lessor shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any of Lessee Entities' Acts or Omissions. Nothing in this Lease Agreement shall be interpreted or construed to mean Lessor waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes, or consents to being sued hereunder.

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

12.5 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 13. Insurance Requirements.

13.1 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.

13.2 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 specifically 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.

13.3 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).

13.4 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.

13.5 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.

13.6 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 14. Taxes.

14.1 In accordance with State and federal law, Lessor is exempt from the payment of ad valorem taxes. Accordingly, Lessee shall be solely responsible for any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Premises. Nothing herein shall require Lessee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, state, or any tax of similar nature, that is or may be imposed upon Lessor. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

Article 15. Notice and Emergency Contact.

15.1 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:

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

With a copy to: St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida32084

In case of Emergency: (904) 829-2226

If to Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

In case of Emergency: (800) 852-2671

15.2 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 16. 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.

The remainder of this page has been intentionally left blank. Signature page follows.

WITNESSES:

"LESSOR"

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

_____
Name:_____

_____
Name:_____

By:_____
Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Name:_____
Title:_____
Date:_____

ATTEST

By:_____
Name:_____
Title:_____
Date:_____

WITNESSES:

"LESSEE"

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

_____
Name:_____

_____
Name:_____

By:_____
Name: Aparna Khurjekar
Title: Vice President – Field Network
Date:_____

Exhibit A

Premises/Communication Tower Description (Page 1 of 2)

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 330.00 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 in Tract 1214 of Unit 1 of the unrecorded plat of Flagler Estates.

Exhibit A

Premises/Communication Tower Description (Page 2 of 2)

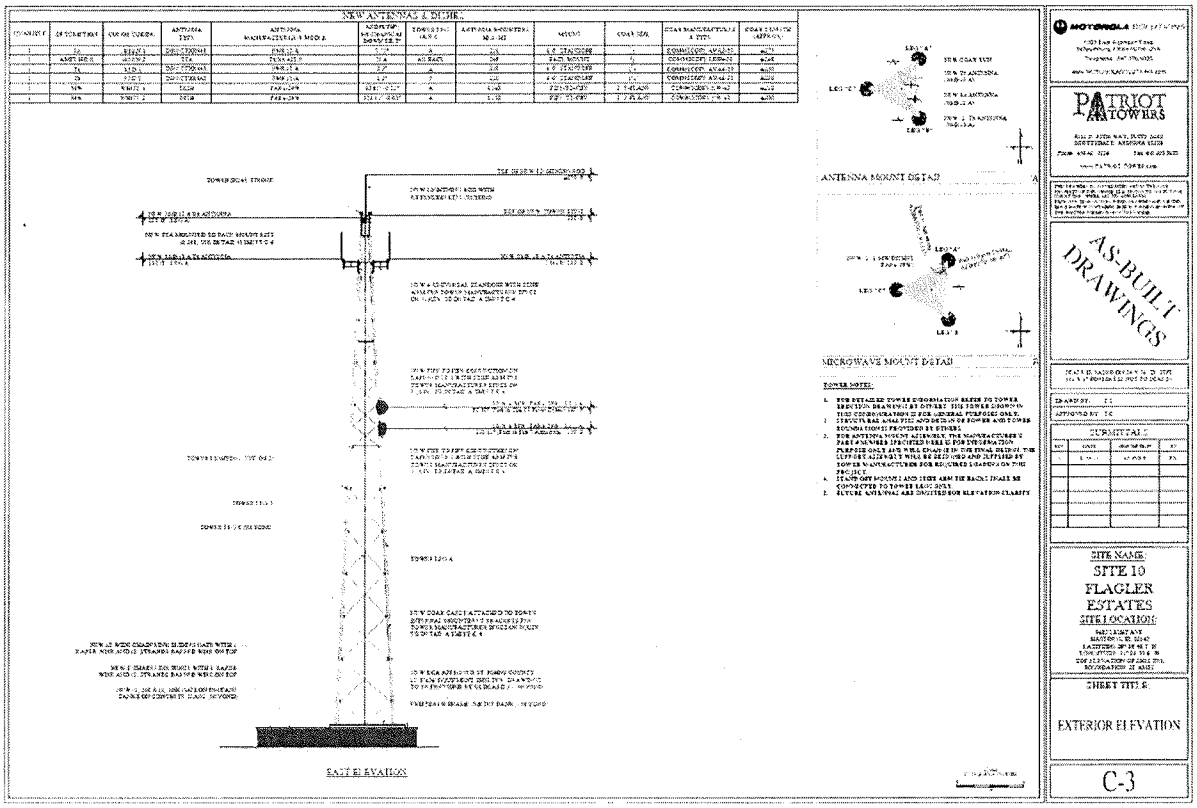

Exhibit B

Prerequisites (Page _ of _)

Exhibit C

Tower and Ground Lease Area (Page 1 of 2)

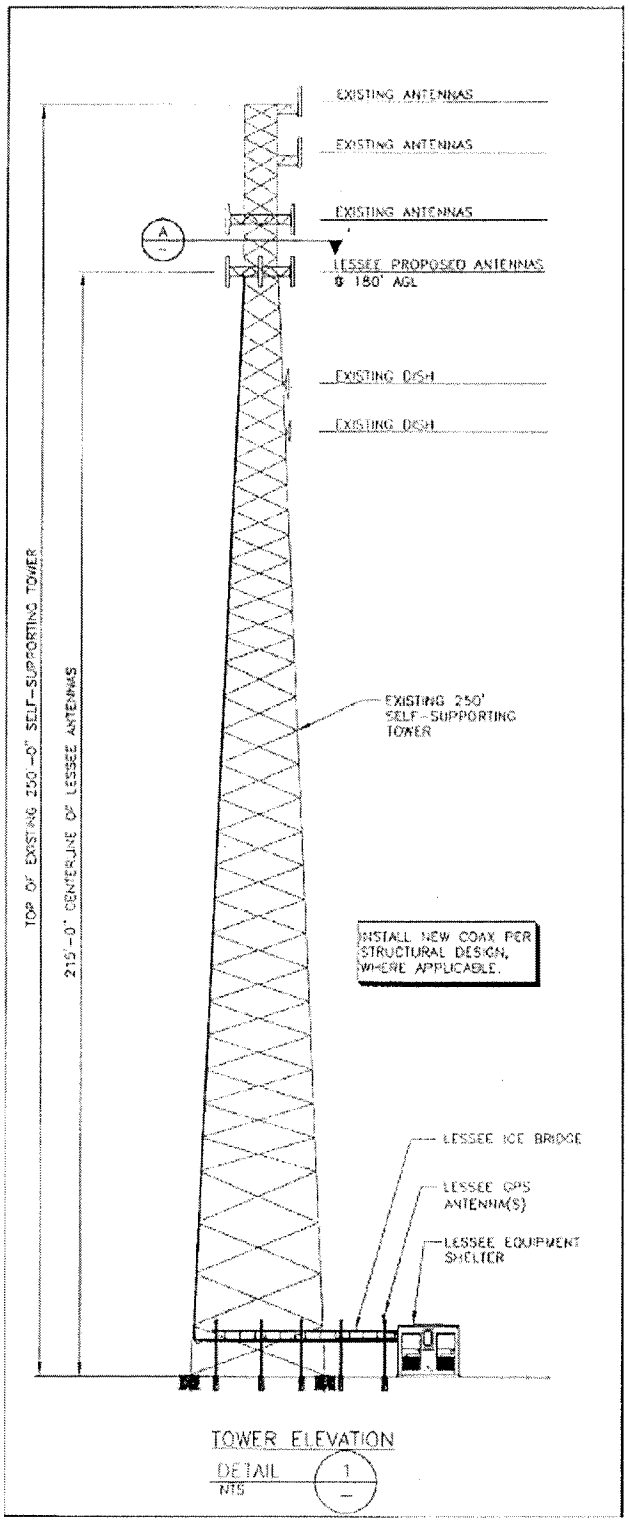

Exhibit C

Tower and Ground Lease Area (Page 2 of 2)

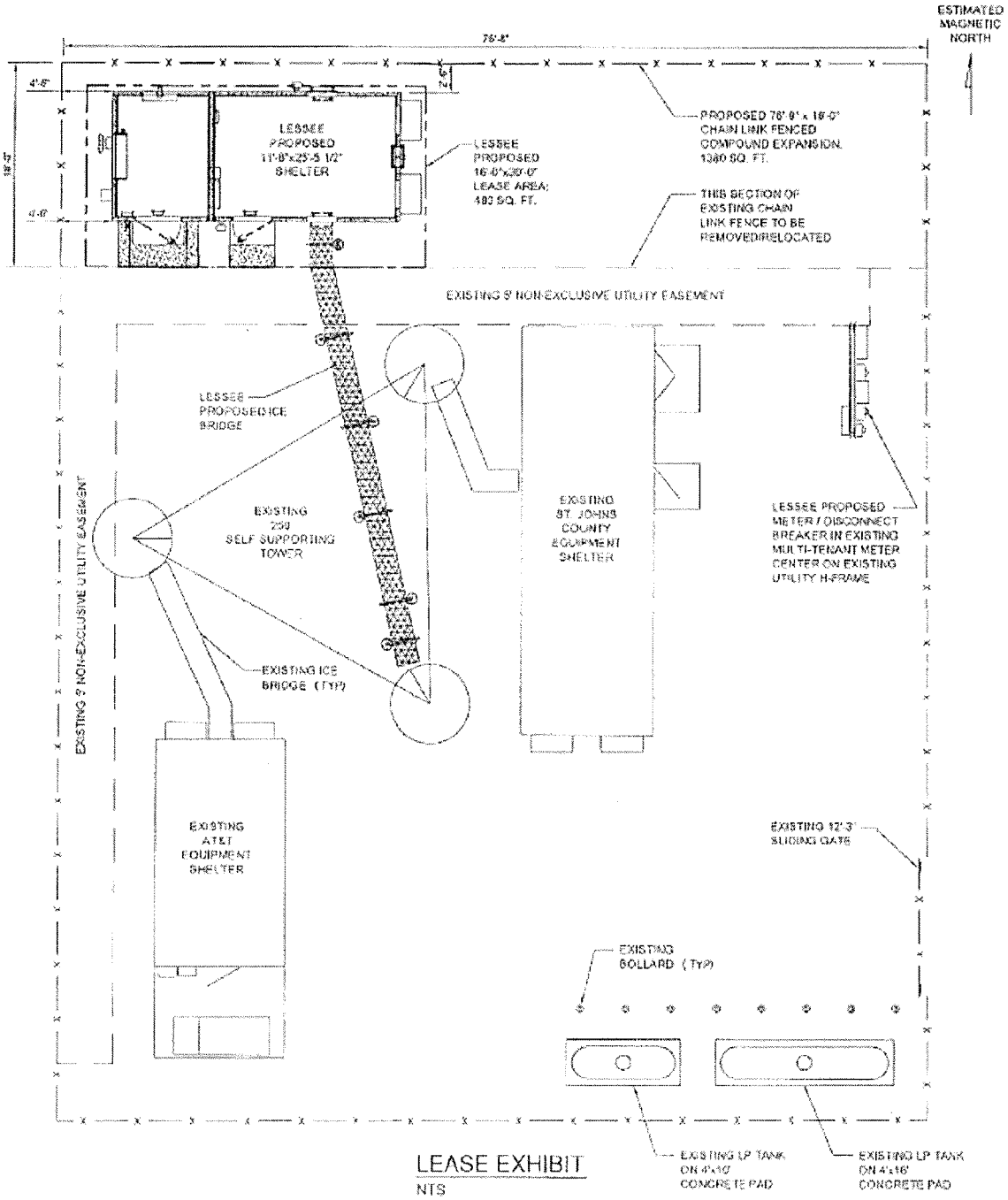

Exhibit D

Lessee Equipment Schedule

ANTENNA NUMBER	ANTENNA FREQUENCY	RAD CENTER	ANTENNA TIP HEIGHT	AZIMUTH	DOWN TILT	ANTENNA MFG/ MODEL #	COAX LABEL COLOR/BANDS	COAX DIAMETER	COAX QUANTITY	COAX LENGTH	RRUS32 QUANTITY
A-1	LTE	180'	184'-0"	10°	1°	CSS X7-865-0	RED-1 RED-2	1 5/8"	2	245'±	2
A-2	AWS	180'	184'-0"	10°	0°	CSS AXP20-60-2	RED-3 RED-4	1 5/8"	2	245'±	
A-3	AWS	180'	184'-0"	10°	0°	CSS AXP20-60-2	RED-5 RED-6	1 5/8"	2	245'±	
B-1	LTE	180'	184'-0"	130°	1°	CSS X7-865-0	BLUE-1 BLUE-2	1 5/8"	2	245'±	2
B-2	AWS	180'	184'-0"	130°	0°	CSS AXP20-60-2	BLUE-3 BLUE-4	1 5/8"	2	245'±	
B-3	AWS	180'	184'-0"	130°	0°	CSS AXP20-60-2	BLUE-5 BLUE-6	1 5/8"	2	245'±	
C-1	LTE	180'	184'-0"	250°	1°	CSS X7-865-0	GREEN-1 GREEN-2	1 5/8"	2	245'±	2
C-2	AWS	180'	184'-0"	250°	0°	CSS AXP20-60-2	GREEN-3 GREEN-4	1 5/8"	2	245'±	
C-3	AWS	180'	184'-0"	250°	0°	CSS AXP20-60-2	GREEN-5 GREEN-6	1 5/8"	2	245'±	
								HYBRID HYBRID	1 1	245'± 245'±	

(1) OVERVOLTAGE-PROTECTION (OVP) BOX WILL BE INSTALLED ON THE ANTENNA MOUNT

Exhibit E

Memorandum of Lease (Page 1 of 4)

Cell Site Name: Flagler Estates
Fixed Asset Number: _____

State of Florida
County of St. Johns

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this __ day of _____, 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 Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("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 _____, 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 earlier to occur of the first (1st) day of the month following: (i) the date that Lessee is granted a building permit; or (ii) twelve (12) months following the Effective Date.

The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit I** annexed hereto.

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 Agreement to be effective as of the last date written below.

WITNESSES:

"LESSOR"

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

_____
Name:_____

_____
Name:_____

By:_____
Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Name:_____
Title:_____
Date:_____

ATTEST

By:_____
Name:_____
Title:_____
Date:_____

WITNESSES:

"LESSEE"

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

_____
Name:_____

_____
Name:_____

By:_____
Name: Aparna Khurjekar
Title: Vice President – Field Network
Date:_____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Exhibit F

Memorandum of Lease (Page 3 of 4)

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

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of St. Johns County, a political subdivision of the State of Florida, and he/she, being authorized to do so, executed this Memorandum as his/her own act and deed on behalf of St. Johns County, a political subdivision of the State of Florida.

WITNESS my hand and official Notarial Seal, this _____ day of _____, 2016.

_____
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF MECKLENBURG)

I, _____, a Notary Public for said County and State, do hereby certify that Aparna Khurjekar, personally came before me this day and acknowledged that she is the Vice President-Field Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, and that she, as Vice President-Field Network, being authorized to do so, executed this Memorandum on behalf of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this _____ day of _____, 2016.

_____
Notary Public

My Commission Expires:

Exhibit F

Memorandum of Lease (Page 4 of 4)

EXHIBIT 1

DESCRIPTION OF PREMISES

To the Memorandum of Lease dated _____, by and between St. Johns County, a political subdivision of the State of Florida as Lessor, and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, as Lessee.

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.

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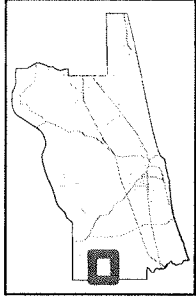
Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 East; thence run south 00 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 1347.94 feet; thence run due west 7309.82 feet to the point of beginning of the hereinafter described parcel of land; thence run due west 330.00 feet; thence run due south 165.00 feet; thence run due east 330.00 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 in Tract 1214 of Unit 1 of the unrecorded plat of Flagler Estates.



2016 Aerial Imagery

0 0.25 0.5

Miles

August 31, 2016

Non-Exclusive Communication Tower Lease Agreement

Verizon Wireless Personal Communication, LP

Land Management Systems
Real Estate Division
(904) 209-0762

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.

ST. JOHNS COUNTY FLORIDA