


**COLUMBIA COUNTY BUILDING DEPARTMENT**

135 NE Hernando Ave., Suite B-21, Lake City, FL 32055

Office: 386-758-1008 Fax: 386-758-2160

[www.columbiacountyfla.com/BuildingandZoning.asp](http://www.columbiacountyfla.com/BuildingandZoning.asp)
**REPLACING CELLULAR TOWER ANTENNAS  
CO-LOCATIONS ON EXISTING CELLULAR TOWERS**

\_\_\_\_\_ 2<sup>nd</sup> pg Permit Application with *Owner or Agents Signature & Notarized Contractor Signature + \$15.00 Th*  
*If the customer has a **notarized Power of Attorney or Authorization Letter** from the Tower Lessor, then that*  
*named person can sign for the owner.*

1 -Notes:

Subcontractors Verification Form, **signed** by the license holder/contractor that is subcontracted the job.

2 -Notes:

License Holders (Contractors) must complete a "Letter of Authorization" for who signs the permit.

3 -Notes:

**NA** If an Owner Builder, Notarized Disclosure Statement (Owner Builders must sign for the Permit)

4 -Notes:

Recorded deed or Property Appraiser's parcel details printout; **and if**

5 -Notes:

Owner is Corporation or Trust, **provide** corporate articles listing the signor, trust executor or POA forms.

6 -Notes:

Site plan with actual distances of the structure to each property line

8 -Notes:

**NA** 911 Address form, Phone 386-758-1125 #1 ALL CONSTRUCTION REQUIRES VERIFICATION

9 -Notes:

**NA** Residential or Commercial Checklist completed including Product Approval Code Spec sheet.

10 -Notes:

Recorded Notice of Commencement; before the 1<sup>st</sup> inspection.

11 -Notes:

2 sets of plans (blueprints) folded to 9 x 12 size with Signed & Sealed Engineering

13 -Notes:

**NA** 2 sets of Signed & Sealed truss engineering, if not included within the building blueprints

45 -Notes:

**NA** 2 sets of energy code & Manual J forms, if required.

15 -Notes:

Provide information on Development Permits/Zoning Applications applied for, if applicable.

16 -Notes:

**Needed AFTER Zoning Review and Approval has been allowed for this project.**

**NA** Approved and Signed Site Plan from Environmental Health on the septic 386-758-1058

Notes:

**NA** New Wells need a letter from the well driller (Well Letter); **or** if on City Water provide City Water Letter;

**NA** **or** if the property is in the Ellisville Water System area contact 386-719-7565 for review.

Notes:

**Applications can be mailed, include the \$15.00 fee, checks to BCC or Board of County Commissioners.**

# Columbia County Cellular Tower Antenna Application

**For Office Use Only**    Application # \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_ Permit # \_\_\_\_\_

Zoning Official \_\_\_\_\_ Date \_\_\_\_\_ Flood Zone \_\_\_\_\_ Land Use \_\_\_\_\_ Zoning \_\_\_\_\_

FEMA Map # \_\_\_\_\_ Elevation \_\_\_\_\_ MFE \_\_\_\_\_ River \_\_\_\_\_ Plans Examiner \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

☐ NOC   ☐ EH   ☐ Deed or PA   ☐ Site Plan   ☐ State Road Info   ☐ Well letter   ☐ 911 Sheet   ☐ Parent Parcel # \_\_\_\_\_

☐ Dev Permit # \_\_\_\_\_   ☐ In Floodway   ☐ Letter of Auth. from Contractor   ☐ F W Comp. letter

☐ Owner Builder Disclosure Statement   ☐ Land Owner Affidavit   ☐ Ellisville Water   ☐ App Fee Paid   ☐ Sub VF Form

Septic Permit No. NA    OR City Water ☐    Fax \_\_\_\_\_

Applicant (Who will sign/pickup the permit) Emily Stafford    Phone (205) 278-3829

Address 2918 Clairmont AVE S., Birmingham, AL 35205

Leasee Name T-Mobile    Phone (205) 278-3829

911 Address US Highway 41, Lake City, FL 32025

Contractors Name Ericsson, Inc. Steve Nichols    Phone 352-446-1241

Address \_\_\_\_\_

Contractor Email \_\_\_\_\_    \*\*\*Include to get updates on this job.

Fee Simple Owner Name & Address \_\_\_\_\_

Bonding Co. Name & Address \_\_\_\_\_

Architect/Engineer Name & Address \_\_\_\_\_

Mortgage Lenders Name & Address \_\_\_\_\_

Circle the correct power company ☐ FL Power & Light   ☐ Clay Elec.   ☐ Suwannee Valley Elec.   ☐ Duke Energy

Property ID Number 03-6S-17-09563-002    Estimated Construction Cost \$15,000

Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit \_\_\_\_\_ Phase \_\_\_\_\_

Driving Directions from a Major Road In Fl. and I-75: take exit 414 and turn left. travel just past the first Gas Station and turn left to Tower.

Construction of T-Mobile Upgrade on Cell Tower    ☒ Commercial   OR   ☐ Residential

Proposed Use/Occupancy Existing Communications Tower    Number of Existing Dwellings on Property NA

Is the Building Fire Sprinkled? NA    If Yes, blueprints included NA    Or Explain NA

Circle Proposed ☐ Culvert Permit   or ☐ Culvert Waiver   or ☐ D.O.T. Permit   or ☒ Have an Existing Drive

Actual Distance of Structure from Property Lines - Front NA    Side NA    Side NA    Rear NA

Number of Stories NA    Heated Floor Area NA    Total Floor Area NA    Acreage \_\_\_\_\_

Zoning Applications applied for (Site & Development Plan, Special Exception, etc.) \_\_\_\_\_



**Columbia County Building Permit Application**

**CODE: Florida Building Code 2017 and the 2014 National Electrical Code.**

Application is hereby made to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction.

**TIME LIMITATIONS OF APPLICATION :** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless pursued in good faith or a permit has been issued.

**TIME LIMITATIONS OF PERMITS:** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time work is commenced. A valid permit receives an approved inspection every 180 days. Work shall be considered not suspended, abandoned or invalid when the permit has received an approved inspection within 180 days of the previous approved inspection.

**FLORIDA'S CONSTRUCTION LIEN LAW: Protect Yourself and Your Investment:** According to Florida Law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. This means if a lien is filed against your property, it could be sold against your will to pay for labor, materials or other services which your contractor may have failed to pay.

**NOTICE OF RESPONSIBILITY TO CONTRACTOR AND AGENT: YOU ARE HEREBY NOTIFIED** as the recipient of a building permit from Columbia County, Florida, you will be held responsible to the County for any damage to sidewalks and/or road curbs and gutters, concrete features and structures, together with damage to drainage facilities, removal of sod, major changes to lot grades that result in ponding of water, or other damage to roadway and other public infrastructure facilities caused by you or your contractor, subcontractors, agents or representatives in the construction and/or improvement of the building and lot for which this permit is issued. No certificate of occupancy will be issued until all corrective work to these public infrastructures and facilities has been corrected.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

**OWNERS CERTIFICATION:** I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

**NOTICE TO OWNER:** There are some properties that may have deed restrictions recorded upon them. These restrictions may limit or prohibit the work applied for in your building permit. You must verify if your property is encumbered by any restrictions or face possible litigation and or fines.

By: 

**\*\*Property owners must sign here before any permit will be issued.**

Print Owners or Authorized Agents Name \_\_\_\_\_ Owners or Agents Signature \_\_\_\_\_

\*\*Margaret Robinson, Senior Counsel for American Towers LLC, as attorney-in-fact for George W. Hunter. For authority see the Second Lease Amendment attached herewith.  
**If this is an Owner Builder Permit Application then, ONLY the owner can sign the building permit when it is issued.**

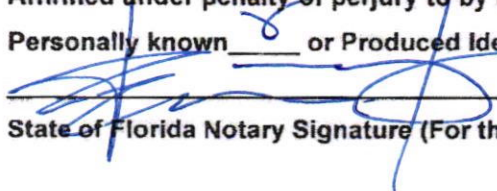
**CONTRACTORS AFFIDAVIT:** By my signature I understand and agree that I have informed and provided this written statement to the owner of all the above written responsibilities in Columbia County for obtaining this Building Permit including all application and permit time limitations.

  
Contractor's Signature

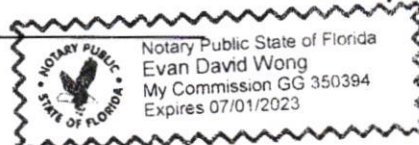
Contractor's License Number C6C1518237  
Columbia County  
Competency Card Number \_\_\_\_\_

Affirmed under penalty of perjury to by the Contractor and subscribed before me this 8 day of Aug 2021

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

  
State of Florida Notary Signature (For the Contractor)

SEAL:





## SECOND LEASE AMENDMENT

This **SECOND AMENDMENT** ("**Amendment**") is made effective as of the latter signature date hereof ("**Effective Date**") by and between **George W. Hunter, as trustee of George W. Hunter Revocable Trust U/A/D/ February 11, 2003** ("**Lessor**") and **AMERICAN TOWER, L.P.**, a Delaware limited partnership ("**Lessee**").

### **RECITALS**

- A. George W. Hunter, predecessor in interest to Lessor and OPM-USA, a Division of American Tower, L.P., a Delaware limited partnership, predecessor in interest to Lessee, entered into that certain lease dated February 05, 1999 (as amended, the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor (the "**Parent Tract**"), such portion being more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and, if applicable, guy wire and guy anchor easements (collectively, the "**Leased Leased Premises**"); and
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. **Term; Rent; Adjustments to Rent.** The current term ("**Term**") of the Lease is hereby extended to that date which is **FORTY-NINE (49) YEARS** after the Effective Date in consideration of a one-time payment in the amount of **NINETY NINE THOUSAND FIVE HUNDRED DOLLARS (\$99,500.00)** ("**Rent**"). The Rent shall be due (the "**Rent Due Date**") within 20 days after Lessee's receipt of (i) this Amendment executed by Lessor, with such execution duly notarized; (ii) a memorandum of lease executed by Lessor, with such execution duly notarized; (iii) any and all documents necessary, in Lessee's sole discretion, to clear any title defects identified by Lessee as a condition precedent to this Amendment; (iv) documents reasonably sufficient for Lessee to process the issuance of the Rent payment, including an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification), address to which Rent is to be remitted and, if the payee is to be any party(ies) other than the Lessor party or parties named herein, written notice from all Lessor party or parties named herein authorizing such payee; and (v) if applicable, a closing statement executed by Lessor. Lessor agrees that Lessee may notify Lessor of the title defects which Lessee identifies, in Lessee's sole discretion, as a condition precedent to this Amendment within 45 days from the Effective Date. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until the Rent Due Date. From and after the Rent Due Date, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect. Lessee shall have the right to deduct from the Rent, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Rent Due Date. In the event title defects are not cleared to Lessee's satisfaction within 60 days from the Effective Date, upon written notice to Lessor, Lessee may elect to terminate this Amendment. If Lessee terminates this Amendment pursuant to the preceding sentence, as of such termination the Lease shall remain in full force and effect without giving effect to any changes thereto under this Amendment. If there are outstanding taxes owed, liens on record and/or other encumbrances that require payment to clear title to the Land, Lessor hereby authorizes Lessee to pay such outstanding taxes, liens and/or other encumbrances and to deduct such amount paid from the Rent. As a condition to such payment(s) by Lessee, Lessor agrees to execute a closing statement indicating the tax, lien and/or other encumbrances to be paid by Lessee and the corresponding reduction in Rent. A signed fax copy of

such portions of the Lessor's property contiguous to the Leased Premises on a temporary basis as are reasonably required from time to time during the Term of this Amendment for the installation, repair, construction, maintenance, removal and replacement of all equipment located or to be located within the Leased Premises, including (i) access to the Leased Premises for construction machinery and equipment, (ii) storage of construction materials and equipment and (iii) use of a staging area for such installation, repair, construction, maintenance, removal and replacement of equipment within the Leased Premises. To have utility service modified or provided to the Leased Premises, Lessee may be required by a utility provider to obtain from Lessor an easement or other property right granting the utility provider access to the Property for the purpose of installing such utilities. Within 10 days of receipt of a written request from Lessee and for no additional consideration, Lessor shall execute a written, recordable, non-exclusive easement or other document, in a form acceptable to such utility provider, recognizing such utility provider's right to install utilities within the utility easement along with any other applicable rights set forth in this paragraph and provided for in the Lease or this Amendment.

**10. Leased Premises, Maintenance, Repairs, Modifications, Replacements, Removals.** Lessee shall have the right to repair, remove, install, build, modify or replace equipment shelters, sheds and utility cabinets as well as any other utility or telecommunications equipment or other property now or located at the Leased Premises in the future that Lessee or Lessee's tenants, subtenants or licensees shall require for the use of the Leased Premises. Lessee shall have the right to modify the existing tower or a future tower, including but not limited to, reducing or extending its height or replacing such tower with a tower of a different height and/or type. Lessee shall have the right to reconfigure any guy wires and anchors, if applicable, on the Leased Premises and Land. Lessee has the right to install a second, temporary cell-tower structure while Lessee is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Lessee upon the completion of such modification, maintenance, repair or replacement. Lessee or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term and within 90 days after the expiration or termination hereof, including if Lessee's purchase of the Leased Premises is not consummated pursuant to Paragraph 7 hereof.

**11. Government Approvals.** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customers' efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Leased Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Leased Premises. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Land or the Leased Premises or require Lessor to modify any of Lessor's property that surrounds the Leased Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.

**12. Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Land or the Leased Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Land or the Leased Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Land or Leased Premises, as applicable, to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said



# NOTICE OF COMMENCEMENT

Tax Parcel Identification Number: GH  
ATC 2544  
13652487

03-6S-17-09563-002

Clerk's Office Stamp

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is provided in this **NOTICE OF COMMENCEMENT**.

1. Description of property (legal description):  
a) Street (job) Address: US Highway 41, Lake City, FL 32025
2. General description of improvements: Swapping out antennas and associated equipment on existing cell tower.
3. Owner Information or Lessee information if the Lessee contracted for the improvements:  
a) Name and address: American Towers LLC- 10 Presidential Way, Woburn, MA 01801  
b) Name and address of fee simple titleholder (if other than owner) \_\_\_\_\_  
c) Interest in property Lessee
4. Contractor Information  
a) Name and address: Ericsson, Inc.  
b) Telephone No.: \_\_\_\_\_
5. Surety Information (if applicable, a copy of the payment bond is attached):  
a) Name and address: \_\_\_\_\_  
b) Amount of Bond: \_\_\_\_\_  
c) Telephone No.: \_\_\_\_\_
6. Lender  
a) Name and address: \_\_\_\_\_  
b) Phone No. \_\_\_\_\_
7. Person within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
a) Name and address: \_\_\_\_\_  
b) Telephone No.: \_\_\_\_\_
8. In addition to himself or herself, Owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:  
a) Name: \_\_\_\_\_ OF \_\_\_\_\_  
b) Telephone No.: \_\_\_\_\_
9. Expiration date of Notice of Commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): \_\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY; A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

STATE OF FLORIDA  
COUNTY OF COLUMBIA

10. By: [Signature]  
Signature of Owner or Lessee, or Owner's or Lessee's Authorized Office/Director/Partner/Manager

Margaret Robinson, Senior Counsel for American Towers LLC

Printed Name and Signatory's Title/Office

The foregoing instrument was acknowledged before me, a Florida Notary, this 22nd day of July, 2021, by:  
Margaret Robinson as Senior Counsel for American Towers LLC  
(Name of Person) (Type of Authority) (name of party on behalf of whom instrument was executed)

Personally Known X OR Produced Identification \_\_\_\_\_ Type \_\_\_\_\_

Notary Signature [Signature] Notary Stamp or Seal:



**GERARD T. HEFFRON**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 9, 2024