097139-121-042195

# TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is entered into this of day of this of this

WHEREAS, Lessor owns certain real property as is hereinafter described which is suitable for the construction and operation of a radio communications tower and related facilities;

WHEREAS, Lessee desires to lease from Lessor said property upon which Lessee intends to construct and operate a radio communications tower and related facilities; and

WHEREAS, Lessor desires to lease unto Lessee said property.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

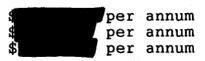
- 1. <u>Property.</u> Subject to the following terms and conditions, Lessor leases to Lessee the property which is described in Exhibit "A" attached hereto ("Property").
- 2. Use. The Property may be used by Lessee for the transmission and receipt of radio communication signals in any and all frequencies; the construction and maintenance of related facilities, towers, antennae, or buildings; and related activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee covenants that Lessee's employees shall not hunt on the Property and that Lessee shall not knowingly allow any of Lessee's agents representatives or independent contractors to hunt on the Property.
- 3. <u>Initial Term.</u> The term of this Lease shall be five (5) years, commencing on the 21st day of 1995 ("Commencement Date") and terminating at midnight on the day of 1995 ("Initial Term").
- 4. Renewal Terms. Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to

renew the Lease at least 30 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

#### 5. Consideration.

- (a) Upon the Commencement Date, Lessee shall pay Lessor the sum of per annum as rental ("Rent"). Lessor acknowledges that Lessee is entitled to apply as a credit to the Rent due Lessor the sum of which was given by Lessee for an option to lease the Property. Rent shall be payable on the Commencement Date and each anniversary of the Commencement Date in advance to Lessor at Lessor's address as specified in Paragraph 21 below;
- (b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Lessee; and
- (c) In the event Lessee exercises its election to renew this Lease as provided for in paragraph 4 of this Lease, rent shall be paid by Lessee to Lessor during the Renewal Terms according to the following schedule:

First Renewal Term: Second Renewal Term: Third Renewal Term:



- Lessor's Representations and Warranties. Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of radio communication signals; for the construction and maintenance of related facilities, towers, antennae or buildings; related activities are not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or other requirements or regulations which would prohibit Lessee's intended use of the Property. Not are there any easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's intended use of the Property.
- 7. <u>Conditions Precedent</u>. Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:
- (a) Lessee securing appropriate approvals for Lessee's intended use of the Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Property. Lessee's inability to successfully satisfy these

conditions or the occurrence of any other event which effectively prohibits Lessee's intended use of the Property shall relieve Lessee from any obligation to perform under this Lease;

- (b) Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which adversely affect Lessee's use of the Property or Lessee's ability to obtain leasehold financing, Lessee shall have no obligation to perform under this Lease;
- (c) Lessee shall have the right to have the Property surveyed and to have soil borings and analysis tests run. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Lessee, may adversely affect Lessee's use of the Property, Lessee shall have no obligation to perform under this Lease; and
- (d) Lessee shall have the right to have environmental audit of the Property performed by an environmental consulting firm of Lessee's choice. If the environmental audit reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, Lessee shall have no obligation to perform under this Lease. If after Lessee takes possession of the Property Hazardous Materials are discovered to exist on, under or beneath the Property, Lessee may terminate this Lease and Lessee shall owe no further duties, obligations or liability to Lessor.
- If any of the above conditions are not satisfied, Lessee shall be entitled to restitution of any Rent or other consideration which has been paid to Lessor.
- 8. Conditions Subsequent. In the event that Lessee's intended use of the Property is actually or constructively prohibited or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid to Lessor prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph. This Lease shall also terminate at the option of Lessee in the event that Lessee is unable to obtain a Non-Disturbance and Attornment Agreement by and between Lessee and any mortgagees or lienholders on the Property or the Easement which agreement shall contain such terms, covenants or conditions as may be deemed necessary by Lessee or Lessee's attorney.
- 9. <u>Interference.</u> Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use

HWY 441, FL AL011-58 any portion of the Property in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

## 10. Improvements; Utilities; Access.

- Lessee shall have the right, at its expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, antennae towers and a structural tower base, radio transmitting and antennae, and an electronic equipment (collectively the "Antenna Facilities"). The Facilities shall remain the exclusive property of the Lessee, and Lessee shall have the right but not the obligation to remove all or part of the Antenna Facilities following any termination of this Lease. Lessor shall construct an eight foot (8') tall fence extending from an existing eight foot (8')fence near Camp Road along the eastern boundary of the Property to the southern boundary of the Property. Lessee shall share equally in the expense of construction of this fence not to exceed shall use reasonable efforts to minimize the destruction, damage or removal of timber during the construction and operation of the Antenna Facilities.
- (b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Antenna Facilities. Lesser shall, upon Lessee's request, execute a separate written easement in a form which may be filed of record evidencing this right.
- (c) Lessor represents and warrants to Lessee that Lessee shall enjoy ingress, egress, and access from an open and improved public road to the Property which is adequate to service the Property and the Antenna Facilities at all times during this Lease at no additional charge to Lessee. If no such road exists or ceases to exist, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Antenna Facilities. To the degree such access is across other property

owned by Lessor, Lessor shall execute an easement evidencing this right and agrees to maintain said access in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor.

- 11. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
- (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);
- (b) Upon 30 days' written notice by Lessee if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and operation of the Antenna Facilities or Lessee's business; or
- (c) By Lessee for any reason or no reason at all upon six (6) months advance written notice from Lessee to Lessor.
- 12. <u>Subleases</u>. Lessee at its sole discretion shall have the right to sublease the Property or any portion thereof to others whose primary business is the provision of transmission and communication services. Lessee's sublessee(s) shall be entitled to rights of ingress and egress to the Property and the right to install utilities on the Property as if said sublessee were the Lessee under this Lease.
- 13. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee.
- 14. <u>Insurance.</u> Lessee shall, at Lessee's expense, purchase and maintain in full force and effect throughout the term including any renewals or extensions thereof, such public liability and property damage policies as Lessee may deem necessary. Said policy or policies will provide a combined single limit of and will name Lessor as additional insured.
- 15. <u>Destruction of Premises</u>. If the Property or the Antenna Facilities are destroyed or damaged so as to hinder the effective use of the Antenna Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the

damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

- 16. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.
- 17. <u>Hold Harmless</u>. Lessee agrees to hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Lessee's Antenna Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.
- Environmental Compliance. Lessor warrants represents that the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials"). Lessee may have an environmental audit of the Property performed and if the audit reveals that the Property not free of Hazardous Materials, Lesses shall obligated to take possession of the Property under this Lease. This Lease shall be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

### Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or

arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future.

- (b) Notwithstanding the obligation of Lessor indemnify Lessee pursuant to this agreement, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of Property, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or necessary to restore the property to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.
- 20. Right of First Refusal. During the Initial Term and any Renewal Terms of this Lease, Lessor shall, prior to selling the Property or any portion thereof, notify Lessee in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Lessee shall have the right of first refusal to purchase the Property, or that portion of the Property to be sold, on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed) by giving Lessor notice of its intention to purchase the same within 30 days of receipt of Lessor's notice. If Lessee gives no such notice of its intention to purchase the Property, Lessor may sell the Property, or the portion to be sold, to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer and said sale is made subject to the terms of this Lease.
- 21. <u>Notices.</u> All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

John Michael Carter, Jr. Route 6, Box 353 Lake City, Florida 32055 If to Lessee, to:

ALLTEL Mobile Communications of Florida, Inc. Post Office Box 2177 Little Rock, Arkansas 72203 Attn: Real Estate Department

- 22. Title and Quiet Enjoyment. Lessor warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease.
- 23. Assignment. Any Sublease or Assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors and (hereinafter collectively referred "Mortgagees"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than 10 days after the receipt of the default notice.
- 24. <u>Successors and Assigns</u>. This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- 25. Waiver of Lesson's Lien Lesson hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Antenna Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

### 26. Miscellaneous.

- (a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- (b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as

the other may reasonably request.

- (c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.
- (d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
- (e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.
- (f) This Lease shall be construed in accordance with the laws of the State of Florida.
- (g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

DATED AS OF THE DATE FIRST SET FORTH ABOVE.

Witness

Printed Name of witness above

LESSOR:

OHN MICHAEL CARTER.

MIN MICHAEL CARIER, DR

COLVIN CARTER

Witness

FRANCST F. MORGAN

Printed name of witness above

The foregoing Tower Site Lease Agreement was acknowledged before me this 20th day of April, 1995, by John Michael Carter Jr and \_\_Calvin Carter \_\_\_\_\_. They are personally known to me; or have produced:

(If not personally known () Driver's License issued win () Other:	n, check applicable box) thin five (5) years from date; or as identification.
_ amy a	hapman
Notary Public Name, Commiss	c, Type name: Amy Chapman sion Number, and Expiration Date h Seal below:
	AMY CHAPMAN MY COMMISSION # CC 4070 EXPIRES: September 14, 196 Bonded Thru Notary Public Underw
Signed, sealed and delivered in our presence as witnesses:	ALLTEL MOBILE COMMUNICATIONS OF FLORIDA, INC., a Florida corporation
Witness Attgliald	By: Elyde Smith
Printed name of witness above	Title: Vice President
Mitness Cofficial	
Aussa cofficio Printed name of witness above	
by ( ), as Vi Communications of Florida, In behalf of the corporation. He has produced:	
(If not personally known () Driver's License issued with () Other:	n, check applicable box) thin five (5) years from date; or as identification.
Name, Commiss	c, Type name:Wanda J. Miller sion Number, and Expiration Date h Seal below:
<b>J J</b>	524-2003

#### EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

Commence at the S.E. corner of the N.E. 1/4 of Section 12, Township 1 North, Range 16 East, Columbia County, Florida; thence S. 88°26'27" W. along the south boundary of said N.E. 1/4 a distance of 1517.79 feet to the point of beginning; thence continue S. 88°26'27" W. along said south boundary 550.00 feet to the easterly right of way line of U.S. Highway No. 441 (100 feet wide); thence N. 17°13'31" W. along said easterly right of way line 550.00 feet; thence N. 88°26'27" E., parallel with the aforesaid south boundary of N.E. 1/4 a distance of 550.00 feet; thence S. 17°13'31" E. parallel with the aforesaid easterly right of way line of U.S. Highway No. 441 a distance of 550.00 feet to the point of beginning, containing 6.69 acres, more or less.



## FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

This First Amendment To Tower Site Lease Agreement ("Amendment") is entered into on the day of December., 2007 by and between John Michael Carter, Jr. and Colvin S. Carter ("Lessor") and ALLTEL Communications, Inc., a Delaware corporation ("Lessee").

#### RECITALS

- A. Lessor and ALLTEL Mobile Communications of Florida, Inc., a Florida corporation, predecessor in interest to Lessee, entered into that certain Tower Site Lease Agreement dated April 21, 1995, (the "Lease"), whereby the Lessee leases a portion of the real property owned by Lessor located in Columbia County, Florida (the "Property"); and
- B. Lessee entered into that certain Lease and Sublease Agreement with American Towers, Inc. and other parties identified therein (the "Sublease"), dated April 2, 2001 whereby Lessee has subleased the Property to American Towers, Inc.; and
- C. 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 recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Lease Term Extended: Lessee shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "Renewal Term"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Lease. Notwithstanding anything to the contrary contained in the Lease, the Lease will automatically renew for any remaining renewal periods under the Lease existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Lease.
- 2. Rent Term and Escalation: Lessee hereby exercises its option to renew the next Renewal Term under the Lease, commencing on April 21, 2010 and ending on April 20, 2015, and Lessee agrees to pay a lump sum payment to Lessor in the amount of the total rent due for the Lease term between April 21, 2010 and April 20, 2015. Said lump sum payment shall be due after January 1, 2008 and before February 28, 2007. Commencing on April 21, 2015 (the "Rent Increase Date"), the rent payable under the Lease is hereby increased to er year. Upon the commencement of the next Renewal Term and upon the commencement of each successive Renewal Term thereafter, the annual Rent payable under the Lease shall be increased by rent and payments in accordance with this Amendment shall commune to be paid to, and all taxable income from the same shall be reported by, John Michael Carter, Jr.
- 3. One-time Payment: Lessee shall pay to Lessor a one-time payment in the amount of payable within thirty (30) days of Lessee's receipt of this fully executed payment is contingent on Lessee receiving the executed Amendment by December 26, 2007.
- 4. <u>Assignment and Subletting:</u> Lessor may only assign Lessor's interest in the Lease to a purchaser of Lessor's entire interest in the Parent Parcel. Lessee may assign Lessee's interest in the Lease to any party agreeing to be bound and subject to the terms of the Lease. Upon assignment, the assigning

party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Lease.

- 5. Governmental Approval: Lessor shall fully cooperate with Lessee and Lessee's Customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Property. including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. 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's failure to comply with this provision would create a material breach of the Lease.
- 6. Memorandum of Lease: Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Property is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Property to another party until Lessee records a Memorandum of Lease with the jurisdiction. This provision shall not apply to any sale or transfer of the Property from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
- 7. Full Force and Effect; Entirety; Amendment; Counterparts: Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR:	John Michael Carter, Jry	LESSEE:	ALLTEL Communigations, Inc.
Ву	Can Much carl	Ву	a Delay are Corporation
Print Name	JOHN Michael Caffe	Print Name	James E. McDonald
Title ,	owner 1	Title	A. Network Services
Date	12-23-07	Date	12/30/87
			•
LESSOR:	Colvin S. Carter		
Ву	Jaluen S (a	the	
Print Name	Colvin S Cart	the	
Title	Owner	` '	
Date	12-23-07		

John Michael Carter, Jr.

LESSOR: