



**LETTER OF AUTHORIZATION FOR PERMITTING**

**ATC SITE # / NAME/ PROJECT#: 417361 / Thomas ARP3 Raw Land FL / 14430235**

**SITE ADDRESS: 744 NW Spradley Rd, Lake City, FL 32055-5965**

**APN: 32-1S-17-04619-000**

**LICENSEE: T-MOBILE**

I, Margaret Robinson, Vice President, UST Legal for American Tower\*, by and through its wholly owned subsidiary, ATC Sequoia LLC, Attorney-in-Fact for Norris Ronald E JR\*\*, the owner of the property located at the address identified above (the "Tower Facility"), do hereby authorize **T-MOBILE, Amanda Novas of TruNorthe, LLC**, its successors and assigns, and/or its agent (collectively, the "Licensee") to act as their non-exclusive agent for the sole purpose of filing and consummating any land-use or building permit application(s) as may be required by the applicable permitting authorities for Licensee's telecommunications' installation.

We understand that this application may be denied, modified or approved with conditions. The above authorization is limited to the acceptance by Licensee only of conditions related to Licensee's installation and any such conditions of approval or modifications will be Licensee's sole responsibility.

Signature:

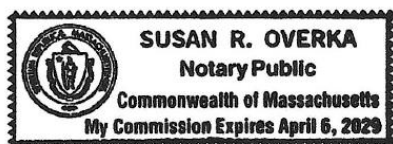
Print Name: Margaret Robinson  
Vice President, UST Legal  
American Tower\*

Commonwealth of MASSACHUSETTS

County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Vice President, UST Legal for American Tower\*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal, this 23rd day of March, 2023



Notary Public   
My Commission Expires: April 6, 2029

\*American Tower includes all affiliates and subsidiaries of American Tower Corporation.

\*\*For Authority, see First Amendment TO Communications Site Option and Land Lease Agreement attached herewith.



## AMERICAN TOWER CORPORATION

### ASSISTANT SECRETARY'S CERTIFICATE

I, Stephen Greene, a duly elected and acting Assistant Secretary of American Tower Corporation, a Delaware corporation (the "**Company**"), hereby certify that:

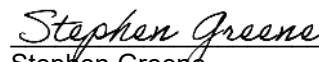
Pursuant to the Company's Delegation of Authority Policy, Margaret Robinson, Vice President, Legal, U.S. Tower, has been granted the authority to execute, on behalf of the Company and each of its directly and indirectly held subsidiaries, any contracts, certificates, agreements or other documents to be executed relating to:

- the identification, negotiation and acquisition of new telecommunications antenna sites on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, asset or stock purchase agreements, membership interest agreements, and/or merger agreements, and any amendments to, or renewals of, such agreements and documents (collectively, "**Acquisition Materials**"); and
- the ownership, operation, management, licensing or leasing of existing telecommunications antenna sites (such activities, collectively, "**Core Business**") on behalf of the Company, including, but not limited to, non-disclosure agreements, confidentiality agreements, letters of intent, memoranda of understanding, management agreements, consulting agreements, settlement agreements, lease or license agreements, termination agreements, release agreements, assignments, estoppels, certificates, deeds, and any amendments to, or renewals of, such agreements and documents (collectively, "**Operational Materials**," and together with Acquisition Materials, the "**Executable Materials**");

provided, that, the annual, single year or cumulative economic impact with respect to the Executable Materials in connection with any particular transaction shall not exceed:

- in the case of budgeted capital or expense spending, the lesser of: (a) the amount set forth with respect to such capital or expense items in the applicable budget; and (b) up to Five Hundred Thousand United States dollars (\$500,000.00);
- in the case of unbudgeted capital (other than unbudgeted build to suit) or expense spending with respect to Core Business investments, acquisitions and dispositions, One Hundred Thousand United States dollars (\$100,000.00); and
- in the case of a revenue-generating transaction, the commitment authority provided to the Delegator in Schedule 1 of the Policy.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary of the Company, this 9th day of June 2022.

  
\_\_\_\_\_  
Stephen Greene  
Assistant Secretary

**THE FIRST AMENDMENT TO COMMUNICATIONS SITE  
OPTION AND LAND LEASE AGREEMENT**

This First Amendment to Communications Site Option and Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Ronald E. Norris, Jr. ("Landlord")** and **ALLTEL Corporation d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

**RECITALS**

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Option and Land Lease Agreement dated July 15, 2004 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 20, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on January 7, 2005 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on January 6, 2030. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and,

collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)** per month (the "**Rent**"). Commencing on January 7, 2023 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent.. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Ronald Edwin Norris Jr.** The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Termination Fee.** If Tenant terminates the Lease or elects not to exercise its right to renew the Lease at the end of a Renewal Term, then Tenant shall pay to Landlord in one lump sum a monetary amount equal to twelve (12) months of the then current Rent (the "**Termination Fee**") within thirty (30) days after termination of the Lease. Notwithstanding anything to the contrary in this paragraph, the Termination Fee shall not be paid to Landlord in the event that; (i) the Lease is terminated by Tenant due to an uncured breach of the Lease by Landlord; or (ii) the Lease is terminated by either party or any applicable third party having a right to terminate the Lease due to a condemnation or taking of the Leased Premises and/or Parent Parcel by the applicable local, state or federal jurisdiction or agency.
5. **Revenue Share.**
  - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty percent (20%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the

ATC Site No: 417361

VZW Site No: 197082

Site Name: Thomas ARP3 Raw Land FL

development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.
  - c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
  - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration

is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Prior to any major construction, Tenant shall make best efforts to provide advance notice to Landlord before such construction begins. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
8. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 25 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates

and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

9. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
10. **Release.** Landlord hereby represents and warrants to Tenant that Landlord is the only person and/or entity entitled to receive Rent pursuant to the Lease (as amended by this Amendment). Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of this representation and warranty. Landlord, for itself, and its respective shareholders, officers, directors, managers, members, representatives, agents, servants, employees, partners, principals, parents, subsidiaries, affiliates, predecessors, guarantors, attorneys, insurers, successors and assigns, and any person or entity claiming any right derivative of Landlord (collectively, the "***Landlord Parties***"), does hereby unconditionally, knowingly, and completely remise, release, and forever discharge Tenant and American Tower, together with Tenant and American Tower's past and present parent companies, predecessors, subsidiaries, affiliates, agents, employees, officers, directors, partners, related entities, stockholders, members, managers, tenants, licensees, sublessees, sublessors, contractors, lenders, insurers, attorneys, heirs, successors, and assigns and all other persons acting on behalf of or claiming under Tenant and/or American Tower, of and from any and all claims, lawsuits, liabilities, demands, obligations, actions and/or causes of action, and debts and fees of any kind or character whatsoever, including any claim for attorney's fees, interest, or costs of litigation, whether at law or in equity, whether known or unknown, whether asserted or unasserted, which Landlord Parties had, now have, or may have in the future, arising out of or in any way related to any conduct or any alleged acts or omissions of any nature whatsoever,

relating in any manner whatsoever to the collection of Rent, save and except the Parties obligations under this Lease.

11. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
12. **Notices.** The Parties acknowledge and agree that Section 18 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Ronald E. Norris, Jr., 113 Creeks Edge Dr., Sneads Ferry, NC 28460; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
13. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
14. **Governing Law.** The Parties acknowledge and agree that Section 27(e) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
15. **Waiver.** The Parties acknowledge and agree that Section 26 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.




16. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Section 20 and 24 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
17. **Taxes.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
18. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

LANDLORD:

Ronald E. Norris, Jr.

Signature:   
Print Name: Ronald E. Norris, Jr.  
Date: 16 Feb 70, 72

SIGNATURES CONTINUE ON FOLLOWING PAGE

File No. 417361

Site No. 197082

Site Name: Thomas ARP3 Raw Land FL

**TENANT:**

**ALLTEL Corporation d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: \_\_\_\_\_

Date: Senior Counsel, US Tower

4/13/2022

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Property located in Columbia County, Florida

#### **Tract 1:**

The W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; and the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , all in Section 32, Township 1 South, Range 17 East, Columbia County, Florida;

LESS AND EXCEPT:

Township 1 South, Range 17 East, Section 32: The North 20 feet of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , as lies West of Spradley Road, a paved County road, being part of Section 32, Township 1 South, Range 17 East, Columbia County, Florida;

AND LESS AND EXCEPT:

The S $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  in Section 32, Township 1 South, Range 17 East.

#### **Tract 2:**

The NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , in Section 32, Township 1 South, Range 17 East.

LESS AND EXCEPT that portion of property conveyed to Judy McRae from Christine Norris and Edward Norris by Warranty Deed dated October 9, 1997 and recorded October 23, 1997 in Deed Book 0847, Page 2058.

AND BEING a portion of the same property conveyed to Ronald E. Norris, Jr. from Joseph E. Norris and M. Christine Norris, as Co-Trustees of the Edward and Christine Norris Revocable Trust, dated July 18, 2014 by Special Warranty Deed dated November 19, 2015 and recorded November 19, 2015 in Deed Book 1304, Page 1908.

Columbia County, Florida Tax Parcel No. 32-1S-17-04619-000.

## **Exhibit A (Continued)**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A TRACT OF LAND OUT OF THE W $\frac{1}{2}$  OF THE NE $\frac{1}{4}$  OF THE NE $\frac{1}{4}$  IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND  $\frac{5}{8}$ " IRON ROD AT THE NORTHWEST CORNER OF THE NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST; THENCE S 17°02'45" E, A DISTANCE OF 247.04' TO THE POINT OF BEGINNING; THENCE S 70°02'39" E, A DISTANCE OF 519.62' TO A CALCULATED POINT; THENCE S 49°57'21" W, A DISTANCE OF 519.62' TO A CALCULATED POINT; THENCE N 10°02'39" W, A DISTANCE OF 519.62' TO THE POINT OF BEGINNING. CONTAINING 116,916 SQ.FT. OR 2.68 ACRES OF LAND MORE OR LESS.

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

#### **Access Easement**

A 30' ACCESS EASEMENT OUT OF THE W $\frac{1}{2}$  OF THE NE $\frac{1}{4}$  OF THE NE $\frac{1}{4}$  IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, THE CENTERLINE OF SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND  $\frac{5}{8}$ " IRON ROD AT THE NORTHWEST CORNER OF THE NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST; THENCE S 01°47'10" E, A DISTANCE OF 510.29' TO A CALCULATED POINT; THENCE N 79°57'21" E A DISTANCE OF 88.41' TO THE POINT OF BEGINNING; THENCE N 10°02'39" W, A DISTANCE OF 260.07' TO A CALCULATED POINT; THENCE N 08°03'58" W, A DISTANCE OF APPROXIMATELY 183.82' TO THE POINT OF TERMINATION ON THE SOUTH RIGHT OF WAY LINE OF SPRADLEY ROAD, A MAINTAINED PUBLIC RIGHT-OF-WAY, THE SIDELINES OF SAID EASEMENT TO BE SHORTENED AND LENGTHENED TO END ON SAID RIGHT-OF-WAY. CONTAINING 14,333 SQ.FT. OR 0.33 ACRES OF LAND MORE OR LESS.

**Exhibit A (Continued)**

**Utility Easement**

A TRACT OF LAND OUT OF THE W $\frac{1}{2}$  OF THE NE $\frac{1}{4}$  OF THE NE $\frac{1}{4}$  IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND  $\frac{5}{8}$ " IRON ROD AT THE NORTHWEST CORNER OF THE NE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 17 EAST; THENCE S 17°02'45" E, A DISTANCE OF 247.04' TO A CALCULATED POINT; THENCE S 70°02'39" E, A DISTANCE OF 236.01' TO THE POINT OF BEGINNING; THENCE N 23°44'58" E, A DISTANCE OF 155.15' TO THE POINT OF TERMINATION ON THE SOUTH RIGHT OF WAY LINE OF SPRADLEY ROAD, A MAINTAINED PUBLIC RIGHT-OF-WAY. CONTAINING 1,552 SQ.FT. OR 0.04 ACRES OF LAND MORE OR LESS.

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**