

This Instrument Prepared By:
Iden Sinai, Esq.
Burr & Forman LLP
One Tampa City Center, Suite 3200
201 North Franklin Street
Tampa, Florida 33602

Return to:
Crown Castle
1220 Augusta Drive, Ste 500
Houston, Texas 77057
Attention: PEP Department

STATE OF FLORIDA)

COUNTY OF COLUMBIA)

Cross Reference to:
Book 822, Page 750
Book 882, Page 477
Book 882, Page 497
Book 882, Page 509
Instrument No. 2004024928
Columbia County, Florida Records

**AGREEMENT AND MEMORANDUM OF
FIRST AMENDMENT TO GROUND LEASE**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE ("Memorandum") is made and entered into on this 14th day of FEBRUARY, 2018, by and between **KEVIN GRAHAM, as Trustee of the RALPH G. GRAHAM FAMILY TRUST**, having a mailing address of 717 Peppervine Avenue, Jacksonville, Florida 32259 (the "**Lessor**"), and **CROWN CASTLE PT INC.**, a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Lessee**").

WITNESSETH:

WHEREAS, Ralph G. Graham and Annie Regenia Graham ("**Original Lessor**"), as lessor, entered into that Ground Lease dated December 6, 1995 (the "**Lease**") with Powertel PCS Partners, L.P., a Delaware limited partnership ("**Powertel Partners**"), as lessee, covering certain real property together with an easement for ingress and egress thereto described in **Exhibit "A"** attached hereto (the "**Premises**"), a memorandum of which was filed for record on May 22, 1996, in the Public Records of Columbia County, Florida, in Book 822, Page 750 (the "**MOL**");

WHEREAS, pursuant to that Quitclaim Assignment by the partners of Powertel Partners filed for record on June 11, 1999, in the Public Records of Columbia County, Florida, in Book 882, Page 477, Powertel Partners assigned all of its right, title and interest in, to and under the Lease to Powertel/Jacksonville, Inc., formerly known as InterCel Jacksonville MTA Inc. ("**Powertel**");

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999, and filed for record on June 11, 1999, in the Public Records of Columbia County, Florida, in Book 882, Page 497, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of May 13, 1999, and filed for record on June 11, 1999, in the Public Records of Columbia County, Florida, in Book 882, Page 509, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee;

WHEREAS, pursuant to that Warranty Deed dated May 20, 2004, and filed for record on November 8, 2004, in the Public Records of Columbia County, Florida as Instrument No. 2004024928, and that Assignment of Leases dated May 20, 2004, Original Lessor transferred all its right, title and interest in, to and under the Premises and the Lease to Lessor;

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on June 30, 2021 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Ground Lease dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO
GROUND LEASE**

Lessor:	Kevin Graham, as Trustee of the Ralph G. Graham Family Trust, with a mailing address of 717 Peppervine Avenue, Jacksonville, Florida 32259.
Lessee:	Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.
Premises:	The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on July 1, 1996.

Expiration Date: The first four (4) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on June 30, 2021.

Right to Extend or Renew: Lessee has the right to extend/renew the Lease as follows: nine (9) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on June 30, 2046.

Option to Purchase: No.

Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by that First Amendment to Ground Lease of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by that First Amendment to Ground Lease of even date herewith, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Ground Lease will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Ground Lease on the day and year first written above.

WITNESS:

LESSOR:

[Signature]
Print Name: DARREN WEST

[Signature]
KEVIN GRAHAM, Trustee of the Ralph G. Graham Family Trust

[Signature]
Print Name: ALAN EDWARDS

STATE OF Florida)
)
Orange COUNTY)

The foregoing Agreement and Memorandum of First Amendment to Ground Lease was acknowledged before me this 14th day of February, 2018 by **KEVIN GRAHAM, Trustee of the Ralph G. Graham Family Trust**. He is personally known to me or has produced _____ as identification.

Given under my hand this 14th day of February, 2018.

Notary Public [Signature]

Amanda Redman
Printed Name



AMANDA REDMAN
MY COMMISSION # FF 170785
EXPIRES: February 22, 2019
Bonded Thru Budget Notary Services

My Commission Expires: Feb 22, 2019
My Commission Number: FF 170785

WITNESSES:

Yvonne Munoz
Print Name: Yvonne Munoz

Rebecca Byrne
Print Name: Rebecca Byrne

LESSEE:

CROWN CASTLE PT INC.,
Delaware corporation

By: Matthew Norwood (SEAL)
Name: Matthew Norwood
Its: Senior Transaction Manager

STATE OF Texas)
Harris)
COUNTY)

The foregoing Agreement and Memorandum of First Amendment to Ground Lease was acknowledged before me this 20 day of February, 2018 by Matthew Norwood of **CROWN CASTLE PT INC.**, a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Given under my hand this 20 day of February, 2018.

Notary Public

Nicole Arlette Benton
Printed Name Nicole Arlette Benton

My Commission Expires: _____

My Commission Number: _____

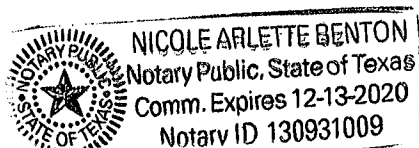


EXHIBIT "A"

PARCEL DESCRIPTION

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 16, Township 5 South, Range 17 East, Columbia County, Florida and run N.00°00'37"E. along the East line of said Southwest 1/4 a distance of 663.73 feet; thence S.89°07'29"W. 184.04 feet to the POINT OF BEGINNING; thence continue S.89°07'29"W. 360.98 feet to a point on the Easterly Limited Access Right-of-Way line of Interstate Highway No. 75; thence N.18°59'16"W. along said Easterly Limited Access Right-of-Way line 447.16 feet; thence N.89°07'29"E. 500.00 feet; thence S.00°52'31"E. 425.00 feet to the POINT OF BEGINNING. Containing 4.20 acres, more or less.

EASEMENT

● Easement 30.00 feet in width, for the purposes of ingress and egress, lying 30.00 feet right of and adjacent to the following described line:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 16, Township 5 South, Range 17 East, Columbia County, Florida and run N.00°00'37"E. along the East line of said Southwest 1/4 a distance of 663.73 feet to the POINT OF BEGINNING of herein described line; thence S.89°07'29"W. 284.04 feet; thence N.28°09'07"W. 220.17 feet to the TERMINAL POINT of herein described line.

094

Columbia
J-FL-012-094

L

PREPARED BY AND
RETURN TO:

Alan L. Gabriel
International Building
Penthouse East
2455 East Sunrise Boulevard
Ft. Lauderdale, FL 33304

96-07185

CLERK OF COURT
RECORDED

1996 MAY 22 AM 9:54

RECEIVED
CLERK OF COURTS
COLUMBIA COUNTY, FLORIDA
BY *MR* D.C.



Cover Page to Memorandum of Lease

Dated December 6, 1995

By and between Ralph G. Graham and Annie Regenia Graham and
InterCel Jacksonville MTA, Inc.

Encumbering property located in the City of Lake City, County of Columbia,
and State of Florida, which Leased Property is more particularly described
in Exhibit "A" attached hereto and made a part hereof.

PK 0822 PG 0750
OFFICIAL RECORDS

4661-16

SITE I.D.: J-FL-012-094
SITE NAME: 7G COLUMBIA

PK 0822 PG 0751

OFFICIAL RECORDS

MEMORANDUM OF LEASE

This Memorandum of Lease is made this 6th day of December, 1995 by and between Ralph G. Graham and Annie Regenia Graham, his wife, with an address of 241 Holly Knowe Road, Orange Park, Florida 32073, hereinafter designated "Landlord", and **POWERTEL PCS PARTNERS, L.P.**, a Delaware Partnership, with an address of 1239 O.G. Skinner Drive, West Point, Georgia 31833, hereinafter designated "Tenant".

WITNESSETH:

WHEREAS, Landlord has leased to Tenant and Tenant has leased from Landlord, subject to the covenants, promises and agreements set forth in that certain unrecorded Ground Lease dated the 6th day of December, 1995, (the "Lease") by and between Landlord and Tenant, certain premises (the "Leased Property") located in the City of Lake City, County of Columbia, and State of Florida, which Leased Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant desire to record this Memorandum of Lease, in lieu of recording the Lease itself, for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, all of which are incorporated herein and made a part hereof by reference. The Lease contains certain covenants and agreements related to the Tenant's use of the stated premises for the purpose of constructing, installing, maintaining and operating a communications facility, including but not limited to the following:

(1) The Lease provides for an initial term of five (5) years, commencing subsequent to a preliminary review period of a Twelve (12) month period from the date of execution of the Lease;

(2) The Lease provides that Tenant shall have four (4) five (5) year options to extend the initial five year term of the Lease, and that the Lease may continue for annual terms following the expiration of the last option period in the event that notice of termination of the Lease is not served, pursuant to the terms of the Lease;

(3) The Lease grants to Tenant certain rights of access and placement of utilities regarding the Parent Tract and the Leased Property; and

SITE I.D.: J-FL-012-094
SITE NAME: 7G COLUMBIA

PK 0822 PG 0752

OFFICIAL RECORDS

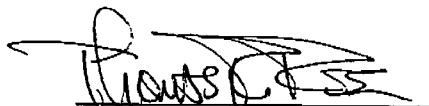
(4) The Lease prohibits the Landlord from selling or leasing the Parent Tract, the Lease Property, or any adjacent property of the Landlord for the placement of other communications facilities or for any other purposes if such other communications facilities or other uses would interfere with the intended use of the Leased Property by Tenant.

Nothing contained herein is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

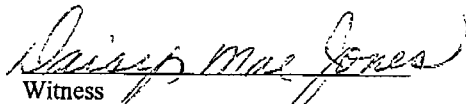
WITNESS the hands and seals of undersigned as of the date and year first written above.

LANDLORD

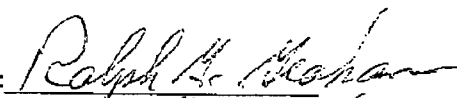
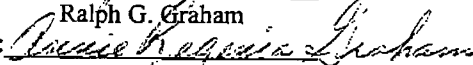
Signed, sealed and delivered
in the presence:


Witness

Print Name: THOMAS R. ROSE


Witness

Print Name: DAISY MAE JONES

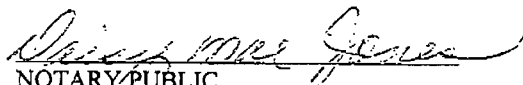
By: 
Ralph G. Graham
By: 
Annie Regenia Graham, wife

Address: 241 Holly Knowe Road
Orange Park, FL 32073

STATE OF FLORIDA

COUNTY OF COLUMBIA

The forgoing instrument was acknowledge before me this 6 day of DECEMBER, 1995, by Ralph G. Graham and Annie Regenia Graham, wife, who are personally known to me ~~or who has~~ produced _____ as identification and who ~~did~~ (did not) take an oath.


NOTARY PUBLIC
Print Name: DAISY MAE JONES

My commission expires:

(Seal)



Daisy Mae Jones
MY COMMISSION # CC484656 EXPIRES
October 27, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

Lessee

SK 0822 PG 753

Signed, sealed and delivered
in the presence of:

PowerTel PCS Partners, LTD. a
Delaware Limited Partnership

BY: InterCel PCS Services, Inc.
a Delaware Corporation, its
General Partner

C. Leon Greene

Witness

Print Name: C. Leon Greene

By: Walter R. Pettiss
Print Name: Walter R. Pettiss
Title: Executive Vice President

Mary F. Ray

Witness

Print Name: Mary F. Ray

Executed on 7th day of
February, 1996.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day
of February, 1996, by Walter R. Pettiss, as Executive Vice
President of InterCel PCS Services, Inc. a Delaware corporation,
General Partner of PowerTel PCS Partners, LTD., a Delaware
limited partnership, who is personally known to me or who has
produced _____ as identification and who did (did not)
take an oath.

My Commission Expires:

Robert V. Davenport
NOTARY PUBLIC

Print Name: ROBERT V. DAVENPORT
Notary Public, State of Florida
(Seal) My Comm. expires Nov. 15, 1997.
Comm. No. CC 330504

EXHIBIT "A"

"LEASED PROPERTY"

EX 0822 PG 0754

OFFICIAL RECORDS

PARCEL DESCRIPTION

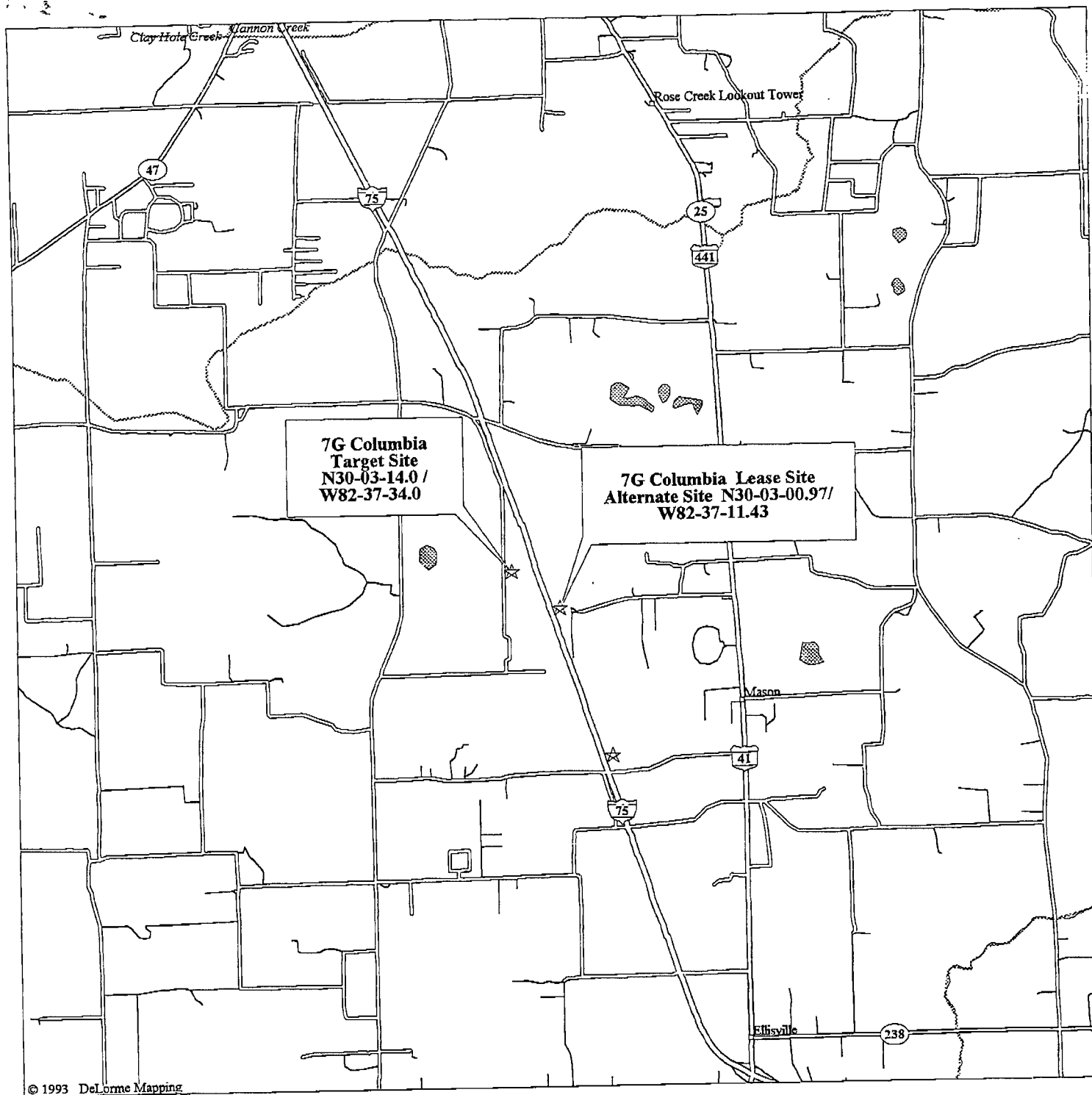
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











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COPIES ORIGINAL TO
OF POOR LEGIBILITY

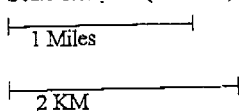


© 1993 DeLorme Mapping

LEGEND

-  State Route
-  Geo Feature
-  Interstate, Turnpike
-  US Highway
-  County Boundary
-  Street, Road
-  Hwy Ramps
-  Major Street/Road
-  State Route
-  Interstate Highway
-  US Highway
-  River
-  Open Water

Scale 1:62,500 (at center)



7G Columbia Lease Site
Mag 13.00
Mon Dec 18 14:04:32 1995