

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 _____					
<input type="checkbox"/> NOC <input type="checkbox"/> EH <input type="checkbox"/> Deed or PA <input type="checkbox"/> Site Plan <input type="checkbox"/> State Road Info <input type="checkbox"/> Well letter <input type="checkbox"/> 911 Sheet <input type="checkbox"/> Parent Parcel # _____					
<input type="checkbox"/> Dev Permit # _____ <input type="checkbox"/> In Floodway <input type="checkbox"/> Letter of Auth. from Contractor <input type="checkbox"/> F W Comp. letter					
<input type="checkbox"/> Owner Builder Disclosure Statement <input type="checkbox"/> Land Owner Affidavit <input type="checkbox"/> Ellisville Water <input type="checkbox"/> App Fee Paid <input type="checkbox"/> Sub VF Form					

Septic Permit No. NA OR City Water ☐ Fax _____

Applicant (Who will sign/pickup the permit) Lissa Barkley Phone 205-443-3428

Address 2918 Clairmont AVE S., Birmingham, AL 35205

Leasee Name T-Mobile Phone 205-443-3428

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 Hunter George W Trustee Of The George W Hunter Revocable TR, Po Box 958, Lake City, FL 32056-0958

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 _____

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.) _____

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