



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/28/2023 Meeting Date: 4/6/2023

Name: Lawrence Wilson Department: Communications

Approved By:

A handwritten signature in blue ink, appearing to be "L. Wilson", is written over a light blue horizontal line.

### 1. Nature and purpose of agenda item:

Central Communications is recommending revisions to the AT&T lease of space on the Lulu tower. If the revised language is approved, Central Communications will finalize funding details with AT&T.

### 2. Recommended Motion/Action:

Approve lease language as presented.

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.

Market: JACKSONVILLE-PANHANDLE [Insert Market]  
Cell Site Number: [Insert Site No.] N/A  
Cell Site Name: Lulu [Insert Site Name]  
Search Ring Name: Lulu [Insert Search Ring]  
Fixed Asset Number: 10579357 [Insert FA#]

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by [Insert Landlord's Name] by [Insert Jurisdictional State, and Entity Type], a political subdivision of the State of Florida [Insert Jurisdictional State, and Entity Type] having a mailing address of [Insert Landlord's Complete Mailing Address] of 135 NE Hernando Avenue, Lake City, FL 32055 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at [Insert Address if known, or Describe Location] at 194 Community Dr, Lulu, FL 32054, in the County of [Insert Name of County] of Columbia, State of [Insert Name of State] of Florida (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately [Insert Sq Ft] 300 square feet including the air space above such of ground space, as described on attached **Exhibit 1**, (the “**Premises**”) for the placement of Tenant's Communications Facility equipment (“**Ground Space**”), within the approximately 43' 3" x 62' 2" (#2,689) square foot tower compound, as described on attached Exhibit 1(a), in accordance with the terms of this Agreement, for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [Spell Out Dollar Amount] one thousand five-hundred and No/100 Dollars (\$ [Insert Amount] (\$1,500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and

Formatted: Font color: Auto, Pattern: Clear

the payment of an additional one thousand five-hundred ~~{Spell Out Dollar Amount}~~ and No/100 Dollars ~~(\$1,500.00)~~ no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term**.”

(d) The Option may not be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall ~~immediately~~ be released from any and all liability under this Agreement once Landlord has approved such sale or assignment, and Landlord shall not unreasonably withhold such consent, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

## 2. LEASE OF PREMISES/CONSTRUCTION OF TOWER

(a) Upon exercise of the Option, Landlord agrees to ~~hereby lease to Tenant~~ a certain portion of the Property containing approximately 300 square feet of ground space for the placement of Tenant’s Communications Facility equipment (“**Ground Space**”). Within the approximately two thousand six hundred eighty-nine (2,689) square foot tower compound, as described on attached Exhibit 1(a), in accordance with the terms of this Agreement.

(b) Landlord and Tenant agree and acknowledge that Tenant will construct a tower structure (“**Tower**”) on the Property in accordance with the plans and specifications attached as Exhibit 1(b), which plans and specifications may be subject to changes based on the mutual agreement of the parties. Landlord and Tenant agree and acknowledge that Tenant (or its agents or contractors) will furnish all materials and perform all work for the construction of the Tower in a good and workman like manner in accordance with then-applicable industry standards and applicable regulations and practices.

(c) Tenant shall be relieved of its obligations under this Agreement if it is unable, despite reasonable efforts, to obtain all necessary permits or other Authorization, or in the event Tenant, in its sole discretion, deems any required fees or conditions attached to such permits or other Authorizations to be infeasible or unduly burdensome.

(d) Upon completion of Tenant’s construction of the Tower, Tenant will convey ownership of the Tower to Landlord through a fully executed Bill of Sale in the form attached hereto as Exhibit 1(d). Upon the full execution of such Bill of Sale, ownership of the Tower will vest with Landlord, Landlord shall be responsible for the maintenance of the Tower, and Landlord leases to Tenant space on the Tower as defined immediately below.

(e) The portion of Tower selected by Tenant and dedicated for Tenant’s exclusive use (“**RAD Space**”) is identified on Exhibit 1(a) hereto, and consists of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained, and includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the tower on which Tenant’s communication equipment is located.

(f) Landlord further leases to Tenant those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Commented [A1]: This is the Exhibit previously used to describe the “Ground Space”

Formatted: Font: Bold

the Ground Space and the RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the **“Connection Space”**). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises.

(g) The Ground Space, RAD Space, and Connection Space are hereinafter collectively referred to as the **“Premises.”**

**3. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (**“Structure”**), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the **“Communication Facility”**), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the **“Permitted Use”**). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord’s contiguous, adjoining or surrounding property (the **“Surrounding Property”**) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) ~~or relocate the Communication Facility within the Premises at any time during the Term.~~ Tenant will be allowed to make such alterations as long as they stay within the confines of the defined Premises and the tower is structurally capable of supporting these alterations ~~to the Property~~ in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the **“Additional Premises”**) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**34. TERM.**

(a) The initial lease term will be ~~five-thirty~~ (**530**) years (the **“Initial Term”**), commencing the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the **“Term Commencement Date”**). The Initial Term will terminate on the ~~fifth-thirtieth~~ (**530th**) anniversary of the Term Commencement Date.

Formatted: Font: Bold

Formatted: Indent: First line: 0.5"

Formatted: Font: Bold

Formatted: Font: Not Bold

(b) ~~With the approval of the Columbia County Board of County Commissioners, (T) This Agreement will automatically renew for seventeen oneone (17) additional fivethirty (530) year term(s) (each additional five (5) year term shall be defined as an "Extension Term")~~, upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term. ~~Additional extensions shall be negotiated with the Columbia County Board of County Commissioners.~~

(c) Unless ~~(i) the (i)~~ Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "Term."

#### **54. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, ~~one thousand five one thousand five hundred~~~~(Spell Out Dollar Amount)~~ and No/100 Dollars ~~(\$1,500,000.00)~~ (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon ~~the commencement of each anniversary of the Commencement Date each year~~~~Extension Term~~, the monthly Rent will increase by ~~Two percent (2%)~~ ~~(2%)~~ over the Rent paid during the previous ~~five (5) year's~~ term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) ~~Landlord and Tenant agree that Landlord has an obligation to abate Rent in order to compensate Tenant for its costs associated with the design, approval, and construction of the Tower. Due to the foregoing rental and automatic rental increase provisions, and in consideration of Tenant's agreement to transfer the Tower to Landlord after construction, Landlord finds that the rental compensation negotiated by the parties is satisfactory to the Landlord.~~

(e) ~~Pursuant to the Bill of Sale attached as Exhibit 1(d), the Tower is being transferred from Tenant to Landlord after construction and Tenant intends to be the first commercial communications carrier installing equipment on the Tower. For each subsequent commercial carrier on the Tower (excluding any assignee or transferee of Tenant) after its construction and after Tenant's installation on the Tower, Landlord will require each such additional commercial carrier to pay to Tenant, at the notice address specified in Section 19, a capital contribution payment of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to offset Tenant's costs of construction. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Tower.~~

#### **65. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain

**Commented [A2]:** The County will need to make sure future Tenant's are aware of this and that in addition to any and all fees the County will levy they will have to pay AT&T \$150k to be able to lease space on the tower.

Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**76. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 045 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 048 Condemnation or Section 19 Casualty.

**87. INSURANCE.** During the Option Term and throughout the Term, Tenant will ~~purchase-carry~~ and maintain in ~~full force and~~ effect such general liability policy as Tenant may deem necessary. Said policy of ~~commercial~~ general liability insurance ~~per ISO form CG 00 01 or equivalent~~ will ~~at a minimum~~ provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) ~~per occurrence and in the aggregate~~. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

**98. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property "Systems" as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing ~~Systems radio frequency~~ uses on the Property ~~by the Landlord~~, as long as the existing ~~System radio frequency user(s)~~ operate and continue to operate within their respective ~~frequencies specification~~ and in accordance with all applicable laws and regulations.

(b) ~~Prior to the Tenant commencing operation of new Tenant equipment, tests shall be performed to verify that the Landlord's Systems are not adversely affected. Landlord will arrange for a contractor of its choosing to complete these test and pass the direct costs on to the Tenant. To baseline the operation of the Landlord's Systems, the Landlord will -the Tenant shall be responsible for tperformaking site noise measurements and effective receiver sensitivity measurements on all Landlord System equipment prior to the installation or modification of any Tenant equipment. Once the Tenant equipment is installed or modified, the Landlord will make the same measurements shall be made again to determine if harmful interference to the Landlord's Systems has occurred. Harmful interference is defined as a degradation of effective receiver sensitivity greater than 1 dB.ensure that no significant degradation (greater than 1 dB) of the Landlord's~~

~~Systems has occurred. Landlord or its representative shall and a representative of the Tenant shall be present at the time any of these measurements are made. Landlord will arrange for a contractor of its choosing to complete these test and pass the direct costs on to the Tenant.~~

(c) In the event that it is determined that the Tenant equipment is causing ~~significant degradation~~ harmful interference to the Landlord Systems, ~~then~~ the Tenant shall be responsible, at its sole cost, to mitigate the cause prior to the final commissioning of the Tenant equipment. In no case will the Tenant equipment be allowed to continue to operate until Landlord System performance degradation is mitigated to the satisfaction of the Landlord.

(b)(d) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(e)(e) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(f) ~~Tenant will not, nor will Tenant permit its employees, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Landlord or the rights of Landlord under this Agreement. Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.~~

(e)(g) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

#### **910. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors. ~~This provision shall not be construed to create a waiver of Landlord's defenses of sovereign immunity under Florida or common law.~~

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. ~~This provision shall not be construed to create a waiver of Landlord's defenses of sovereign immunity under Florida or common law.~~

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit,



or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. This provision shall not be construed to create a waiver of Landlord's defenses of sovereign immunity under Florida or common law.

#### **110. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

~~[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]~~

~~(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property ("Owner"), a true and accurate copy of which is attached hereto as Exhibit 10(c)(i) along with all amendments thereto (collectively, the "Ground Lease"); (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; (iv) during the Term, Tenant shall not be responsible for any cost or expense under the Ground Lease unless expressly set forth in this Agreement with specific reference to the applicable section of the Ground Lease; and (v) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a Consent, Non Disturbance and Attornment Agreement substantially in the form attached hereto as **Exhibit 10(c)(iii)** executed by Landlord and Owner.~~

#### **124. ENVIRONMENTAL.**

(a) Landlord represents and warrants to the best of its knowledge, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law

Formatted: Body Text, Left, Right: 0.03", Tab stops: Not at -1" + -0.5" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5"



regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**132. ACCESS.** At all times throughout the Term of this Agreement, ~~Tenant~~-Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**143. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property with the exception of the "Tower" and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and

agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property with exception of the "Tower", it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**154. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to forty thousand square inches (40,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower within the RAD Space, (the "Allowed Wind Load Surface Area"). "Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities will require structural modifications to comply with the structural standards generally accepted within the telecommunications industry ("Structural Standards"), Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense,

Landlord from Tenant.

(c) As noted in Section 05(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges

**Commented [A3]:** then-current means that if 222 changes sometime within the next 90 years that the tower, because of the changes, becomes overloaded, the County has to pay for the upgrade.

**Commented [A4]:** The tower shall be constructed to with all future loads in mind. To include a 20% growth factor as well ie. no member stressed more than 80% upon construction.

**Commented [A5]:** I believe this can be deleted as the Tenant shall have its own meter and utility account.

that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

#### **165. ONE TIME CONSTRUCTION/CUTOVER FEES.**

(a) The Tenant shall be responsible for all costs associated with the transition/cutover of the Landlord's existing Systems to the newly constructed tower. This shall include but not limited to:

- i. New transmission lines and associated hardware for the P25 radio system
- ii. New antennas and mounting hardware for the P25 radio system
- iii. New elliptical waveguide and associated hardware for the licensed 6GHz microwave system
- iv. New antennas and mounting hardware for the licensed 6GHz microwave system
- v. Testing and optimization of the P25 and licensed 6GHz microwave systems
- vi. Costs for the listed items shall not exceed ~~\$1250,000.00~~ ~~xx,xxx.00~~

(b) The Tenant shall be responsible for all costs associated with the County's third party consultant project management fees. These fees not to exceed ~~\$1824,000.00~~.

(c) The Tenant shall be responsible for all costs associated with the removal and disposal of the existing 150' monopole once all County Systems have been successfully cutover to the new tower structure.

#### **1576. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to cure an interference problem as required by Section 89 within twenty-four (24) hours after written notice of such failure; (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will

**Commented [A6]:** See previous comment.

**Commented [A7]:** AT&T cannot agree to this section

**Formatted:** Underline

**Formatted:** Indent: First line: 0.5", Tab stops: 0.75", Left + Not at 0.5"

**Formatted:** Indent: Left: 1.31", First line: 0", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.75" + Indent at: 1", Tab stops: 0.75", Left + 1.31", Left + Not at 0.5" + 1"

**Formatted:** Indent: Left: 1.31", First line: 0", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.75" + Indent at: 1", Tab stops: 0.75", Left + 1.31", Left + Not at 0.5" + 1"

**Commented [A8]:** This is an estimate of the costs. We are waiting on official quotes to put a solid number here.

**Commented [A9]:** Lawrence what was the updated costs from Moto on this?

**Formatted:** Highlight

**Formatted:** Tab stops: 0.75", Left

**Formatted:** Indent: First line: 0.5", Tab stops: 0.75", Left + Not at 0.5"

have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**1687. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, but only with Landlord's consent. Upon approval by notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Landlord shall not unreasonably withhold consent to assignment.

**1798. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: {Site #;}N/A; Cell Site Name: {Insert Site Name}Lulu (add state abbreviationFL)  
Fixed Asset #: 10579357 {Insert FA #: }  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Dept – Network Operations  
Re: Cell Site #: {Site #;}N/A; Cell Site Name: {Insert Site Name}Lulu (FLadd state abbreviation)  
Fixed Asset #: 10579357 {Insert FA #: }  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: { }Columbia County  
{ }135 NE Hernando Avenue  
{ }Lake City, FL 32055

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**20189. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19210. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's

sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**2021. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**2132. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's

payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

#### 23-24. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2422(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

Formatted: Font: 11 pt, Bold, Underline, All caps

Formatted: Font: 11 pt, Bold, Underline

Formatted: Font: 11 pt, Bold

Formatted: List Paragraph, Numbered + Level: 1 +  
Numbering Style: 1, 2, 3, ... + Start at: 24 + Alignment: Left  
+ Aligned at: 0" + Indent at: 0.25", Tab stops: Not at 0.5"



(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**2354. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

#### **265. TENANT RENT AND OTHER REVENUE**

(a) The Landlord will have sole right to all rent and ~~other~~ other revenue generated from the leasing of additional space on the tower or property around the tower.

**Formatted:** Tab stops: -1", Left + -0.5", Left + 0", Left + 0.5", Left + 1", Left + 1.5", Left + 2", Left + 2.5", Left + 3", Left + 3.5", Left + 4", Left + 4.5", Left + 5", Left + 5.5", Left + 6", Left + 6.5", Left + 7", Left + 7.5", Left

#### **2476. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property.



Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law and Venue.** This Agreement will be governed by the laws of the ~~state~~ State of Florida in which the Premises are located, without regard to conflicts of law, and any action arising by or through this agreement shall be heard exclusively in the state trial courts in and for the Third Judicial Circuit, Columbia County, Florida.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys'

fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Columbia County

Jurisdictional State, and Entity Type]

[Insert Landlord's Name]

[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing ~~instrument~~instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing ~~instrument~~instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page        of

to the Land Lease Agreement dated [Insert Date], 20 , by and ~~between~~ [Insert Landlord's Name] ~~between Columbia County, a~~ [Insert Jurisdictional State, and Entity Type], a [Insert Jurisdictional State, and Entity Type] as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

#### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

| 1.

Formatted: Centered

**EXHIBIT 1 (d)**

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter "Seller") agrees to sell to Columbia County, a political subdivision of the State of Florida having a mailing address of 135 NE Hernando Avenue, Lake City, FL 32055 (hereinafter "Purchaser") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, those certain assets of Seller more particularly described in Schedule 1 attached hereto and incorporated herein by reference for all purposes (collectively, the Transferred Assets").

NOW THEREFORE, Seller does hereby CONVEY, GRANT, SELL, TRANSFER AND ASSIGN (collectively, "Transfer"), the Transferred Assets to Purchaser, such Transfer to be effective on the Site (as defined in Schedule A attached hereto) such that the Transfer of the Transferred Assets located at the Site shall be effective upon the full execution and delivery of this Bill of Sale along with consideration paid to Seller in the amount of Ten and No/100 Dollars (\$10.00).

SELLER REPRESENTS, COVENANTS, REPRESENTS, WARRANTS AND AGREES THAT: (i) it has not previously assigned or sold the Transferred Assets or any portions of it, and has good right or insurable title to sell the Transferred Assets; (ii) the Transferred Assets are free from all liens, leases, claims under bailment and storage agreements, equities, conditional sale contracts, security interests, charges, restrictions, and/or other encumbrances and claims, and (iii) Seller shall warrant and defend the sale of the Transferred Assets unto Purchaser, and its successors and assigns, against the lawful claims and demands of all persons or entities. Seller hereby assigns unto Purchaser, and its successors and assigns, any and all manufacturer or other warranties obtained by Seller (if any) relating to the Transferred Assets.

TO HAVE AND TO HOLD, upon Transfer, the Transferred Assets unto Purchaser, its successors and assigns, forever.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021;

WITNESSES: \_\_\_\_\_ "SELLER"

\_\_\_\_\_  
Print Name: NEW CINGULAR WIRELESS PCS, LLC  
By: AT&T Mobility Corp.  
Its: Manager

\_\_\_\_\_  
Print Name: By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES: \_\_\_\_\_ "PURCHASER"  
Columbia County  
Print Name \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Formatted: Font: 12 pt, Bold, No underline

Formatted: Font: Not Bold

Formatted: Indent: First line: 0.5"

Formatted: Indent: First line: 0.5"

Formatted: Indent: First line: 0.5"



Print Name \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

Formatted: Font: Bold

Formatted: Centered

**PURCHASER ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

Formatted: Centered

**SCHEDULE 1**  
**To Bill of Sale**  
**Transferred Assets**

**Formatted:** Font: Bold

**Formatted:** Centered

Formatted: Font: Not Bold

**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("**Agreement**"), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called "**Mortgagee**") and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

**RECITALS:**

- A. Tenant has entered into a certain Option and Lease Agreement dated [Insert Date], 20 , (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and
- B. Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] ("**Property**"), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$ ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] ("**Mortgage**"); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.
- 2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.
- 3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as

Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: [Insert Landlord's Name] Columbia  
County

[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]

Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

MORTGAGEE: [Insert Mortgagee's Name] ,

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

## ACKNOWLEDGEMENTS

### LANDLORD

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

### TENANT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

### MORTGAGEE

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1**  
**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:

**EXHIBIT 10(c)(i)**

**GROUND LEASE**

[FOLLOWS ON NEXT PAGE]

(Attach Ground Lease Agreement and all Exhibits and Amendments)

**EXHIBIT 10(c)(iii)**  
**CONSENT, NON-DISTURBANCE AND ATTORNMENT**  
**AGREEMENT**  
[FOLLOWS ON NEXT PAGE]

## CONSENT, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

**THIS CONSENT, NON-DISTURBANCE AND ATTORNMEN AGREEMENT** (“**Agreement**”), dated as of the date below, by and among [Insert Owner's Name] having an address at [Insert Owner's Address] (hereinafter called “**Owner**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter called “**Tenant**”).

### RECITALS:

- A. Owner and Landlord have entered into a lease agreement (the “**Ground Lease**”), dated [Insert Date], 20 covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of [Insert Address], identified as Tax Map [Insert Address], Lot [Insert Address], being in the City/Town of [Insert City/Town], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises (as hereinafter defined); and
- B. Tenant has entered into a certain lease dated [Insert Date], 20 (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the “**Premises**”); and
- C. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything contained in the Ground Lease to the contrary, Owner consents to the subleasing by Landlord of the Premises to Tenant subject to the terms and conditions contained herein. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Ground Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Ground Lease.

2. In the event the Ground Lease is terminated or expires or Owner succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Owner (and its/their heirs, distributes and assigns) and Tenant; (b) Owner agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; (c) Owner and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; and (d) notwithstanding any removal or restoration requirements contained in the Ground Lease, Landlord shall transfer ownership of the Structure (as defined in the Lease) to Owner. Accordingly, from and after any such event, Owner and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Owner succeeded to the interest of Landlord; provided, however, that Owner will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Owner understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Owner will acquire no interest in any equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Owner hereby expressly waives any interest which Owner may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Owner hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Owner**," when used in this Agreement, will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Owner, whether directly or indirectly.

5. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of  
the       day of       , 20       .

LANDLORD:       [Insert Landlord's Name]       [Insert Landlord's Name]

[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

OWNER:

[Insert Owner's Name] ,

By: \_\_\_\_\_

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

**LANDLORD**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TENANT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**OWNER**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**  
(Property)

Option and [ATT 471- Lulu-10579357\\_2018 Option and Land Lease Agreement Florida Final W9 - OCG-Final JFF Redline RA-OCG Land Lease Agreement 09.06.2018](#)



**EXHIBIT 2**  
(Premises)

Option and [ATT 471- Lulu-10579357\\_2018 Option and Land Lease Agreement Florida Final W9 - OCG-Final JFF Redline RA-OCG Land Lease Agreement 09.06.2018](#)

## **EXHIBIT 11**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[INSERT AS APPLICABLE]*

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
[FOLLOWS ON NEXT PAGE]

Option and [ATT 471- Lulu-10579357 2018 Option and Land Lease Agreement Florida Final W9 OCG-Final JFF Redline RA-OCGLand Lease Agreement 09.06.2018](#)

{ This Letter Goes On Landlord's Letterhead }

[Insert Date]

Building Staff / Security Staff  
~~{Landlord, Lessee, Licensee}~~ Columbia County  
~~135 NE Hernando Avenue~~ {Street Address}  
  
Lake City, FL 32055 {City, State, Zip}

Re: Authorized Access granted to { } New Cingular Wireless PCS, LLC.

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless PCS, LLC { } permitting New Cingular Wireless PCS, LLC { } to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant New Cingular Wireless PCS, LLC { } and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, New Cingular Wireless PCS, LLC { } representatives may be seeking access to the property outside of normal business hours. New Cingular Wireless PCS, LLC { } representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 24(b)**  
**MEMORANDUM OF LEASE**  
[FOLLOWS ON NEXT PAGE]

Option and [ATT 471- Lulu-10579357\\_2018 Option and Land Lease Agreement Florida Final W9 - OCG-Final JFF Redline RA-OCGLand Lease Agreement 09.06.2018](#)

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [Insert Landlord's Name] between Columbia County, a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at 135 NE Hernando Avenue, Lake City, FL 32055 [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with seventeen (17) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

[Insert Landlord's Name]  
Columbia County, a  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_]   
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_]   
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing ~~instument~~instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing ~~instument~~instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did (did not) take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

I

Option and [ATT 471- Lulu-10579357\\_2018 Option and Land Lease Agreement Florida Final W9\\_OCG-Final JFF Redline RA-OCG Land Lease Agreement 09-06-2018](#)



**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page            of

to the Memorandum of Lease dated           , 20           , by and ~~between~~ [Insert  
~~Landlord's Name]~~ between Columbia County, a            [Insert Jurisdictional State, and Entity Type]  
, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table><tr><td colspan="2">Social security number</td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td colspan="2">or</td></tr><tr><td colspan="2">Employer identification number</td></tr><tr><td><div></div></td><td><div></div></td></tr></table>	Social security number		<div></div>	<div></div>	or		Employer identification number		<div></div>	<div></div>
Social security number											
<div></div>	<div></div>										
or											
Employer identification number											
<div></div>	<div></div>										

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
---

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Option and ATT 471- Lulu-10579357\_2018.Option and Land Lease Agreement Florida Final W9\_OCG-Final JFF Redline RA-OCG-1 and Lease Agreement 09-06-2018

I

Option and [ATT 471- Lulu-10579357\\_2018 Option and Land Lease Agreement Florida Final W9\\_OCG-Final JFF Redline RA-OCG Land Lease Agreement 09-06-2018](#)