

RESOLUTION NO. 98- 117

RESOLUTION OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE ST. JOHNS COUNTY ADMINISTRATOR TO RELINQUISH COUNTY RIGHTS IN AN EXISTING LEASE OF CERTAIN PROPERTY KNOWN AS MILLS FIELD, IN RETURN FOR THE COUNTY RECEIPT OF TITLE AND INTEREST IN SAID PROPERTY FROM THE JULINGTON CREEK CIVIC ASSOCIATION SUBJECT TO CERTAIN CONDITIONS AND SUBJECT TO A TELECOMMUNICATION TOWER LEASE BETWEEN SAID ASSOCIATION AND POWERTEL/JACKSONVILLE, INC.; PROVIDED THAT ALL GRANTOR'S RIGHTS UNDER SAID LEASE BETWEEN POWERTEL/JACKSONVILLE, INC. AND THE GRANTOR BE ASSIGNED TO THE COUNTY, AND CERTAIN OTHER REQUIREMENTS.

RECITALS

WHEREAS, St. Johns County (hereinafter the "County") has currently leased from the Julington Creek Civic Association, a non-profit Florida corporation (hereinafter the "Association") certain acreage in the northwest portion of this County (hereinafter called "Mills Field") which is more fully described in Exhibit A hereto, which exhibit is hereby incorporated herein by reference; and

WHEREAS, Powertel/Jacksonville, Inc. has requested the grantor Association to lease a portion of said Mills Field property (said portion more fully described in Exhibit B hereto, which is hereby incorporated herein by reference), said property to be used for a telecommunications tower; and

WHEREAS, the County and the Association both desire to provide improved recreational facilities to the public with income from said lease; and

WHEREAS, the proposed telecommunications tower will accommodate at least three telecommunications antennas thereby limiting the need for additional telecommunication towers in St. Johns County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County that:

1. The above stated recitals are hereby made Findings of Fact as part of this Resolution.
2. The County Administrator is hereby authorized to release any County lease or other encumbrance of the Mills Field property described in Exhibit A hereto, in consideration for a properly executed and recorded deed granting any and all title and

interest of the Association in said Mills Field property to the County, without any restriction or encumbrance thereon except specifically allowed by this resolution; provided that the County Administrator has previously received (1) a title insurance policy commitment to insure County's title for said Mills Field property in the amount of that property's assessed or appraised value, with no non-standard exception except for said lease to Powertel/Jacksonville, Inc.; and (2) evidence acceptable to the County Administrator that said Mills Field property has no environmental condition that would burden the County with an unreasonable liability; and (3) evidence satisfactory to the County Administrator that the grantor Association and the persons executing the subject deed have authority to convey said property.

3. Notwithstanding other provisions of the above referenced deed for the Mills Field property described in paragraph 2 above, that deed shall be subject to the restrictions and encumbrances in the deed attached hereto as Exhibit C and to a lease to Powertel/Jacksonville, Inc., substantially in the form attached hereto as Exhibit D (the "Lease") for which lease the County Administrator shall execute an assignment and assumption agreement evidencing the County's assumption of rights and duties under such Lease in the form attached as Exhibit E.
4. In further consideration for receipt of title to Mills Field the County hereby agrees that subject to paragraph 5 all income that may be derived from the Lease described in Section 3 above shall be deposited in an account (the "Recreational Account") for capital improvements for active or passive recreation in that portion of St. Johns County bounded on the east by the westerly right of way I-95; bounded on the south by the northerly right of way of C.R. 210 (from I-95 to Greenbriar Road) and by the northerly right of way of Greenbriar Road and its westerly extension (to the westerly boundary of St. Johns County); and bounded on the west and north by the County line (the "Northwest Area").
5. The County shall appropriate each year 10% of the rental income from the Lease for grants which may be disbursed upon approval by the Board of County Commissioners to an organization or organizations exempt under Section 501(c)3 of the Internal Revenue Code of 1986, as amended, for exempt purposes, other than recreation, within the Northwest Area. Any of such funds not so expended during a fiscal year shall be deposited in the Recreational Account described in Paragraph 4.
6. It is not the intent of the St. Johns Board of County Commissioners to reduce any allocation of recreational funds to the area described in paragraph 4 as a result of income derived from the lease described in this resolution.
7. The Board of County Commissioners shall create a citizens advisory board (the "CAB") of at least 5 citizens who reside in the area described in Paragraph 4 to

review proposals for expenditure of income derived from the Lease. The Board shall use its best efforts to include on the CAB the following:

1. A citizen chosen by the County Commission representing District 1.
2. The St. Johns County Commissioner District 1 recreational advisory board member.
3. A person with demonstrated interest in passive recreation, i.e., a member of a Garden Club or environmental group.
4. An athletic association representative.
5. A civic association representative of an association which is a member in good standing in the Civic Roundtable of St. Johns County.

8. Upon compliance with the terms of this Resolution, the Board of County Commissioners hereby authorizes the County Administrator to accept and record said title to said Mills Field property and to execute the Assignment, Assumption, Consent, Agreement and Release of Lease (herein after the Agreement) substantially in the form as that attached hereto and incorporated herein by reference as Exhibit E; and the Board waives any other approval, appraisal or other requirement for said acquisition.
9. Upon compliance with all other terms of this Resolution, the County Administrator is authorized to cause the Exhibit C Lease or a Memorandum of Lease and the Exhibit E Agreement to be recorded in the Public Records of St. Johns County.

10. Approval of this Resolution shall not bind the Board of County Commissioners or any of its agencies to give any particular governmental land use approval.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 9 day of June, 1998.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Stacey McDaniel
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND

Lot Nineteen (19), Julington Place, being a subdivision of parts of Lots One (1) and Two (2), Section Twenty Nine (29), Township Four (4) South, Range Twenty Seven (27) East, according to plat thereof recorded in Plat Book 5, Page 28 of the current public records of St. Johns County, Florida, EXCEPT any portion thereof deed or granted for public road purposes.

EXHIBIT B

LEASE PARCEL

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 60.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,200 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID ORANGE AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ORANGE AVENUE, 35.00 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

John G. Metcalf, Esq.
Pappas Metcalf & Jenks
200 W. Forsyth St., Suite 1400
Jacksonville, FL 32202

QUITCLAIM DEED

This Quitclaim Deed is dated as of _____, 1998, from **JULINGTON CREEK CIVIC ASSOCIATION**, a dissolved not-for-profit Florida corporation (the "Grantor") to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "Grantee"), whose address is P.O. Box 1533, St. Augustine, Florida 32085-1533.

Whenever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their heirs, legal representatives, successors and assigns.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, conveys, confirms and quitclaims unto the Grantee, all of the right, title and interest of the Grantor in and to the real property described on Exhibit A hereto (the "Property"), subject to all matters of record and to current taxes, if any.

This conveyance is also subject to the rights of Powertel/Jacksonville, Inc. pursuant to a Ground Lease with the Grantor of even date herewith, a memorandum of which is recorded under Clerk's No. _____, public records of St. Johns County, Florida (the "Tower Lease").

To have and to hold the same, together with all and singular the appurtenances thereunto belonging or appertaining and all the estate, interest, equity and claim whatsoever of the Grantor, either in law or equity.

This Deed is executed and delivered in connection with the complete liquidation and dissolution of the Grantor pursuant to Sections 617.1405 and 617.1406, Florida Statutes, and pursuant to a Plan of Distribution of Assets duly adopted by the membership of the Grantor pursuant to Section 617.1406, Florida Statutes.

The Grantee, by acceptance of this deed, hereby agrees that the Property shall be used only for public recreational use and appropriate accessory uses, including, without

limitation, concession stands, parking lots, restrooms, locker rooms, meeting facilities and other uses reasonably related to public recreation. Notwithstanding the preceding restriction, that portion of the Property described on Exhibit B hereto (the "Tower Site") may be used as a site for a telecommunication tower and/or antennas and uses ancillary thereto, including access and uses of the kind permitted by the Tower Lease. Such telecommunication tower shall be of a monopole design, shall not exceed a height of 180 feet and shall not be lit unless required by applicable laws or regulations. The restrictions herein shall run with the land and be binding upon successors in interest to the Grantee.

Modification or termination of the restrictions set forth herein shall require the written consent of Creeks Athletic Association, Inc., a Florida not-for-profit corporation (including its successors and assigns), which is hereby granted the exclusive right to enforce such restrictions, by injunction or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and its corporate seal affixed as of the date above written.

Signed, sealed and delivered
in the presence of:

JULINGTON CREEK CIVIC ASSOCIATION

[Print or type name]

By _____
[Print or type name]

[Print or type name]

Its _____
[Title]

Post office address of executing party:

{CORPORATE SEAL}

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1998, by _____, the _____ President of JULINGTON CREEK CIVIC ASSOCIATION, a Florida not-for-profit corporation, on behalf of the corporation. Such person (*notary must check applicable box*): is/are personally known to me; or produced a current Florida driver's license as identification; or produced _____ as identification.

[Affix Notary Seal]

_____ (X)

[Print or type name]

Notary Public, State of Florida at Large
Commission No. _____
My Commission Expires: _____

JAXC23|JMWJMW08528|5/21/98 11:42am
JMW:dpb|076328/0102

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5/26/98

GROUND LEASE

BETWEEN

Julington Creek Civic Association

AND

Powertel/Jacksonville, Inc.

THIS GROUND LEASE ("Lease") is made and entered into this _____ day of _____, 1998, between **Julington Creek Civic Association**, a Florida non-profit corporation, with an address of _____, hereinafter referred to as the "Lessor", and **Powertel/Jacksonville, Inc.**, a Delaware corporation, with an address of 1239 O.G. Skinner Drive, West Point, Georgia 31833, hereinafter referred to as the "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor is the owner of a parcel of land (the "Land") as described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor agrees to lease to Lessee, a portion of the Land consisting of approximately 4,200 square feet located at _____, in the City of N/A in St. Johns County, State of Florida (the "Premises"), together with the non-exclusive right, privilege and easement over and across a thirty five foot (35') wide portion of the Land for access and utility service thereto (the "Access/Utility Easement"). Said Premises and Access/Utility Easement are shown on Exhibit "B", attached hereto and made a part hereof, and collectively identified as the "Leased Premises".

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, Lessor and Lessee hereby agree as follows:

1. Leased Premises. A) Lessor hereby leases and lets to Lessee, and Lessee hereby leases and lets from Lessor, a portion of the Land described in Exhibit "B", attached hereto and made a part hereof (the "Premises") consisting of approximately 4,200 square feet, together with the non-exclusive right, privilege and easement over and across a thirty-five (35') foot wide portion of the Land for parking, pedestrian and vehicular access to and from the Premises as may be required to construct, install, operate, maintain and repair Lessee's Facilities, together with the right, privilege and easement over, under and across said thirty-five (35') foot portion of the Land for the purposes of providing and maintaining necessary utilities to Lessee's Facilities.

B) Utilities. Lessor agrees to cooperate with Lessee to obtain utility services within said Access/Utility Easement by signing such documents or easements as may be required by the providing utility companies. In the event the aforementioned Access/Utility Easement cannot be utilized, Lessor agrees to provide a substitute easement, at no cost to Lessee, including the grant to the Lessee or to the providing utility, in, over, across, under and through such additional portion of the Land as may be reasonably required by such utility.

Lessee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Leased Premises and for the cost of the installation, maintenance, and repair of all utility meters and lines, if the property of Lessee, associated with such utility service.

2. Review Period. A) The obligations of Lessee and the Lessor under this Lease are expressly subject to and conditioned upon Lessee's ability to use the Premises for its intended use as a communications facility. Lessor agrees that Lessee shall be granted a three (3) month period, (the "Review Period") commencing on the date of execution of this Lease by Lessor, during which Lessee, or its agents, may conduct necessary tests and secure required governmental approvals as further specified herein. During this Review Period, Lessee agrees to pay Lessor a lump sum amount of Five Hundred and No/100 Dollars (\$500.00).

B) The rights granted to Lessee, or its agents, during the Review Period include the following:

(1) The non-exclusive right and easement for pedestrian and vehicular ingress and egress to the Land and the Leased Premises;

(2) The right to survey the Land and the Leased Premises;

(3) The right to conduct tests and

investigations, which may include, but shall not be limited to, soil boring tests, radio coverage tests, and any other tests or investigations necessary to determine the feasibility and suitability of the Land for Lessee's proposed use. This shall include the right to bring onto the Land and Leased Premises any equipment and machinery, including vans, trucks and cranes, that may be reasonably necessary to conduct these tests.

(4) During the Review Period, or during the Term, as defined herein, Lessor agrees to cooperate with Lessee in its efforts to obtain all required developmental approvals, licenses and permits, from any and all jurisdictions with authority over the Leased Premises, including but not limited to any building, zoning, variance, special use permit or other permit(s) legally necessary in connection with Lessee's intended use of the Premises. Lessor's cooperation shall include, but not be limited to, the execution and delivery to Lessee of all requested forms, consents and applications as are reasonably necessary and appropriate for the obtaining of said approvals. However, it is understood and agreed by the parties hereto that no provision of this Agreement constitutes or implies that any governmental approval for construction, maintenance, or use of the contemplated communications tower facility will or must be granted, and although the Lessor will reasonably assist the Lessee in obtaining all required governmental approvals, orders, and permits no governmental successor of the Lessor will be bound to grant such approvals.

C) At any time during the Review Period, whether or not all tests have been completed or all approvals have been obtained, Lessee, in its discretion, shall have the right to proceed with the "Term" of this Lease as defined below, or to terminate this Lease. In either case, the monies paid to Lessor through that determination shall be retained by Lessor. The "Term" of this Lease shall commence on the date specified within the written notice from Lessee to Lessor, sent during the Review Period effectively advising Lessor of Lessee's determination to proceed.

3. Survey. Lessee shall have the right to survey the Land and the Leased Premises, at its sole expense. The survey legal description shall then replace Exhibits "A" and/or "B", which shall be attached hereto and made a part hereof, and shall control in the event of any inconsistencies between the survey legal descriptions and Exhibits "A" and/or "B" attached to this Lease. Both Lessor and Lessee agree that the Leased Premises and survey legal description will not substantially deviate from the site approved by both parties, unless such deviation is mutually approved by the parties hereto. Upon Lessor's request, Lessee agrees to provide Lessor with a copy of the completed survey.

4. Initial Term. The initial term of this Lease shall be for a five (5) year term beginning on the first day of first full calendar month from the date specified in Lessee's notice to proceed as provided above (the "Commencement Date").

5. Rental Fees. As rental for the Leased Premises during the initial term, Lessee shall pay to Lessor, an annual rental payment of Seven Thousand Dollars (\$ 7,000.00), plus applicable sales tax, to be paid annually, in advance, as adjusted pursuant to Paragraph 6.A. below (collectively, the "Base Rent"). Rental for any partial month shall be prorated. Lessee shall pay Base Rent at the rate set forth above from the Commencement Date, throughout the term of this Lease on or before the first day of the first full calendar month of the initial term and any Extension Terms as defined below. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice. In addition, the Lessee shall pay to the Lessor the Co-location payments described in Paragraph 9.B. below.

6. Extension Terms. Provided that Lessee has not breached any material term of this Lease during its initial term and this Lease has not been terminated as provided herein, Lessee shall have the option to extend this Lease for up to four (4) additional five (5) year terms (each an "Extension Term"). Lessee shall automatically be deemed to have exercised its option as to each Extension Term unless Lessee delivers written notice to Lessor of its desire to conclude this Lease, not less than ninety (90) days prior to the end of the then existing initial term or Extension Term, as the case may be. During each Extension Term, all terms and conditions of this Lease shall remain in full force and effect, except as otherwise provided herein.

A) The Base Rent for the first (1st) Extension Term shall be Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00); the Base Rent for the second (2nd) Extension Term shall be Eight Thousand Four Hundred Seventy and No/100 Dollars (\$8,470.00); the Base Rent for the third (3rd) Extension Term shall be Nine Thousand Three Hundred Seventeen and No/100 Dollars (\$9,317.00); and the Base Rent for the fourth (4th) Extension Term shall be Ten Thousand Two Hundred Forty Eight and 70/100 Dollars (\$10,248.70).

B) If at the end of the fourth (4th) Extension Term, or earlier as provided herein, this Lease has not been terminated by either party, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such

term. If this Lease shall continue pursuant to this subparagraph, then the Base Rent for each annual term thereafter shall be increased by four percent (4%) over the previous year.

7. Lessee's Use and Facilities. During this Lease, Lessee shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, and shall have the right, at its expense, to construct or otherwise erect any improvements related to this purpose that Lessee deems necessary or desirable on all or any part of the Leased Premises, now or in the future, including but not limited to a building or buildings, a monopole structure (which shall not exceed 180 feet in height) suitable for its proposed use and a security fence. Lessee shall have the right to install, construct, repair, maintain, operate or remove its communications facilities, including without limitation its equipment building, transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Lessee's Facilities"). Title to Lessee's Facilities shall be and remain solely in Lessee. All equipment, antenna support structures and trade fixtures placed on the Leased Premises, by Lessee are and shall remain the property of Lessee and shall not be deemed fixtures on the land.

Lessee's Facilities shall be installed, constructed and maintained by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting the Lessee's Facilities or appurtenances thereto or any part thereof. Further, Lessee shall comply with the requirements of St. Johns County Ordinance 97-68, commonly known as the Communication Tower Ordinance, including but not limited to those provisions relating to the fencing of the Leased Premises and the posting of a bond, escrow account or letter of credit to assure the removal of an abandoned tower structure.

At any time during this Lease, Lessee shall have the right to terminate this Lease upon the occurrence of any of the following events: (A) If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction and/or operation of the communications facility as now or hereafter intended by Lessee cannot be obtained in Lessee's discretion, or is revoked; or (B) If Lessee determines, in its discretion, that the Leased Premises is not appropriate for its intended uses, or upon interference with Lessee's reception or transmission. Upon not less than thirty (30) days prior written notice of

termination of this Agreement by Lessee, this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except for the express terms pursuant to Paragraph 20 of this Lease.

8. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor:

Attention:

Lessee: Powertel/Jacksonville, Inc.
c/o InterCel, Inc.
1239 O.G. Skinner Drive
West Point, Georgia 31833
Attention: V.P. of Operations

With a

Copy to: Alan L. Gabriel, Esq.
The Law Offices of Alan L. Gabriel
International Building, Penthouse East
2455 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing to the other. Lessor agrees to send copies of all notices required or permitted to be given to Lessee to each leasehold mortgagee that notifies Lessor in writing of its interest and the address to which notices are to be sent.

9. Assignment; Co-Location. A) Lessee may assign, or otherwise encumber this Lease or sublease all or any part of the Leased Premises, without Lessor's prior written consent. Upon any such assignment of this Lease, Lessee shall remain fully responsible for the payment of rent unless Lessor assents in writing that the assignee is credit worthy and capable of satisfying the remaining rental obligation under the Lease. Upon such a determination by the Lessor, the Lessor may release the Lessee from the remaining obligations due under the remainder of the lease term or extension thereto. Notwithstanding the

foregoing, Lessee may assign this Lease to its general partner, a parent corporation or any of its subsidiaries, or any affiliate. Lessee may, in its discretion, permit use of any portion of the Leased Premises by other entities consistent with the use by Lessee of the Leased Premises. Lessee agrees to permit, for reasonable compensation and rules, the colocation by other third party users on the monopole structure for the purpose of allowing the location of telecommunication antennas by any party or entity that applies for such use; provided, that any such antenna(s) or equipment will not cause substantial interference to, or impair, Lessee's Equipment, operation or use of the Leased Premises (including the monopole structure).

B) In addition to Base Rent, the Lessee agrees to pay to Lessor the following amounts ("Co-location Payments"):

i. For the first two (2) five-year terms of this Lease, 17.5% of all Co-location Income, as defined below, or Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) per annum, whichever is greater; and

ii. Thereafter, 17.5% of all Co-location Income.

The term "Co-location Income" shall mean the aggregate amount of all rental payments received by Lessee under any subleases or similar arrangements for the second, third or additional Users on the tower to be erected on the Leased Premises. Co-location Income for each of the second and third Users (but not for a fourth or additional User) shall be deemed to be not less than Eighteen Thousand and No/100 Dollars (\$18,000.00) per annum for purposes of determining the Co-location Payment owed to the Lessor regardless of the actual Co-location Income from such Users. On an annual basis, Lessee shall provide Lessor with an accounting of such Co-location Income, which accounting shall be certified by an officer or official of Lessee.

Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Lessee's Facilities, and may assign this Lease and the Lessee's Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Lease

without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Land during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing Lessee's Facilities, or any portion thereof. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

10. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, or any part thereof, or upon Lessee's rights under this Lease that arises from the use or occupancy of the Leased Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to Lessee's Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

11. Insurance. Lessee agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) insuring Lessor and Lessee in the event of personal injury or of damage to property arising out of the use and occupancy of the Leased Premises and appurtenant areas by Lessee, which insurance shall specifically name Lessor as a "co-insured." A certificate of insurance will be provided to Lessor if requested. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises.

12. Indemnity. To the extent permitted by Florida law, Lessee agrees to indemnify and hold the Lessor harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessee. To the extent permitted by Florida law, Lessor agrees to indemnify and hold the Lessee harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Paragraph shall require a party to indemnify the other party

against such other party's own willful or negligent misconduct.

13. Default. The following events shall constitute events of default under this Lease:

A) Lessee's failure to pay any installment of rent, or other sums due under this Lease, when the same shall be due and payable and the continuance of such failure for a period of twenty (20) days after the payment due date and actual receipt of written notice thereof from Lessor; or

B) Lessee's or Lessor's failure to perform any of the covenants, conditions and agreements herein contained and to be performed by such party and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt of notice in writing from the party alleging such breach, specifying the precise nature of such failure. Provided, however, where any such default cannot reasonably be cured within said period, the defaulting party shall not be deemed to be in default under this Lease if such party commences to cure such default within said period and thereafter diligently pursues such cure to completion.

Upon the occurrence of an event of default by Lessee for the nonpayment of rent, at the option of Lessor, Lessor may terminate this Lease by written notice to the defaulting party, in which event Lessee shall promptly surrender the Leased Premises, without prejudice to any other rights which such non-defaulting party may have.

14. Taxes. Lessee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Leased Premises. Lessor shall be responsible for payment of all real property taxes; provided, however, Lessee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Leased Premises. Lessee shall pay an amount equal to any increase in real estate taxes directly attributable to any improvement to the Leased Premises made by Lessee. Upon payment of such tax by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within (60) sixty days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of all taxes.

15. Lessor's Title. Lessee shall have the option to obtain a title insurance commitment under which Lessee's interest will be insured. Lessee shall look solely to the title insurance policy for assurance regarding Lessor's title. Should St. Johns

County become the Lessor by agreement or otherwise, the County does not and will not be required to warrant or defend title to the Premises or the Lessee's right to possession or quiet enjoyment of the Leased Premises, except as to matters arising ~~by, through, or under~~ the County.

16. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage or similar instrument (collectively "Mortgage") by Lessor which from time to time may encumber all or part of the Leased Premises; provided however, the holder of every such Mortgage shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest, and Lessee's right to remain in occupancy of the Leased Premises as long as Lessee is not in default of this Lease, by executing a non-disturbance agreement in a form reasonably acceptable to the Lessee. Lessee agrees to execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Premises is currently encumbered by a Mortgage, Lessor, no later than forty-five (45) days after the start of the Review Period shall obtain and furnish to Lessee a non-disturbance instrument in a form acceptable to Lessee.

17. Title Insurance. Both Lessor and Lessee agree that each party will execute a Memorandum of Lease, which shall include the notice provision authorized by Section 713.10, Florida Statutes. Lessee shall record a Memorandum of Lease or this Lease in the public records of the County where the Leased Premises is located. Lessor agrees that Lessee may obtain title insurance on the Leased Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company. At Lessee's option, should Lessor fail to provide the requested documentation within thirty (30) days of Lessee's request, or fail to provide the non-disturbance instrument(s) as noted in Paragraph 16 of this Lease, Lessee may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received or Lessee may terminate this Lease.

18. Condemnation. If the Land, or such portion of the Land as will make the Leased Premises unusable for Lessee's use, in Lessee's reasonable discretion, or if the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a

conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease without reduction or set off with respect to the rent due. Lessee may claim and recover from the condemning authority such award as may be allowed by law, only to the extent that such recovery does not in any way diminish Lessor's rights to recover from such condemning authority.

19. Sale. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of Land or the Leased Premises to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder. Lessor agrees not to sell, lease, use, or permit to be used any other portions of the Land, or property contiguous thereto owned or controlled by the Lessor, for the placement of other communications facilities or for any other purposes if, in Lessee's reasonable judgment, such other communication facilities or other uses would materially interfere with the use of the Leased Premises by Lessee. It is specifically agreed that community recreational facilities such as, but not limited to, baseball diamonds, spectator seating, and related food service do not interfere with the Lessor's use of the Leased Premises. Furthermore any transfer of the title to the Leased Premises to St. Johns County shall include the assignment of all the Lessor's rights under this Agreement to the County, including, but not limited to, the payment to the County of rental fees due to the prior Lessor. Also in the event of an assignment or transfer of Lessor's rights to St. Johns County, the County is not required to grant any necessary governmental approvals for a communication tower on the Leased Premises.

20. Termination. Upon termination of this Lease, Lessee shall, within a reasonable period of time, remove all improvements, including its personal property and other fixtures and restore the Leased Premises to its original above ground condition, normal wear and tear excepted. This Lease shall terminate as of the date of the termination of Lessee's leasehold interest and Lessee shall pay its pro-rata share of the rent until the effective date of such termination.

21. Environmental Hazards. Lessee hereby agrees to hold Lessor harmless from any and all claims asserted against Lessor for any such environmental hazards being found at or under the Leased Premises as a result of the actions or inactions of Lessee, its agents, contractors, employees or invitees. For the purposes hereof, "Environmental Hazard" shall mean any substance, chemical or waste that is identified as dangerous, toxic or hazardous and subject to Federal, state or local environmental regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

22. Attorney Fees and Costs. In connection with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the parties, whether Lessor or Lessee, shall bear all their own expenditures including their attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and postjudgment proceedings.

23. Severability. In the event any one or more of the paragraphs or provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal or unenforceable provisions had never been contained herein; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Lease if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

24. Captions and Headings. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

25. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. This Lease and the performance thereof shall be governed, construed, interpreted and regulated by the laws of the State of Florida. Time is of the essence in this Lease.

26. Successors in Interest. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

27. Parties to be Reasonable. Whenever under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. In the event that a party hereunder does not actually receive a written response from the other party hereunder to a request for an approval within thirty (30) days after the request for the approval is delivered to the other party, the other party shall be conclusively deemed to have approved the request.

28. Radon Gas. 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 unit.

29. This Lease shall be executed in duplicate, each of which shall be deemed an original and constitute but one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Lessor

Signed, sealed and delivered
in the presence of:

**Julington Creek Civic
Association, a Florida non-
profit corporation**

By: _____
Print Name: _____
Title: _____
Address: _____

Witness
Print Name:

Executed on _ day of _____, 1998.

Witness
Print Name:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by _____, as _____ of **Julington Creek Civic Association**, a Florida non-profit corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:
(Seal)

NOTARY PUBLIC
Print Name: _____

Lessee

Signed, sealed and delivered
in the presence of:

**Powertel/Jacksonville, Inc.,
a Delaware Corporation**

Witness
Print Name:

By: _____
Print Name: _____
Title: _____
Address: _____

Witness
Print Name:

Executed on _ day of _____, 1998.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
____ day of _____, 1998, by _____, as _____ of
Powertel/Jacksonville, Inc., a Delaware corporation, who is
personally known to me or who has produced _____ as
identification.

My Commission Expires:
(Seal)

NOTARY PUBLIC
Print Name: _____

ADDENDUM TO GROUND LEASE

This Addendum executed as of the ____ day of June, 1998, by and between JULINGTON CREEK CIVIC ASSOCIATION, a Florida non-profit corporation ("Lessor") and POWERTEL/JACKSONVILLE, INC., a Delaware corporation ("Lessee").

WHEREAS, the Lessor and Lessee are parties to a Ground Lease of even date herewith (the "Ground Lease"); and

WHEREAS, the parties hereto wish to modify the Ground Lease as set forth herein;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Lessor and Lessee hereby agree as follows:

1. Definitions. The capitalized terms used herein shall have the meanings ascribed to them in the Ground Lease unless other meanings are set forth herein.
2. Enclosures. Paragraph 7 of the Ground Lease is modified by adding the following new paragraph thereto:

The Lessee agrees, to the extent permitted by applicable building codes and other regulations, to construct and maintain at Lessee's expense (a) a chain-link fence topped with barbed wire at least 10 feet high around the Lessee's Facilities, (b) a masonry wall at least 6 feet high enclosing the propane tank, and (c) a gate or cable across the Access Easement near its intersection with Orange Avenue.

3. Miscellaneous. This Addendum shall be considered a part of the Ground Lease and shall benefit and bind the parties hereto and their successors and assigns.

Signed, sealed and delivered in the presence of:

JULINGTON CREEK CIVIC ASSOCIATION

[Print or type name]

By _____
Carolyn Borden
Its President

[Print or type name]

Post office address of executing party:

Signed, sealed and delivered
in the presence of:

POWERTEL/JACKSONVILLE, INC.

_____ (X)

By _____ (X)

[Print or type name]

[Print or type name]

_____ (X)

Its _____
[Title]

[Print or type name]

Post office address of executing party:

1239 O. G. Skinner Drive
West Point, GA 31833

JAXC23|JMW|JMW08544|6/1/98 5:01pm
JMW:dpb|076328/0102

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND

Lot Nineteen (19), Julington Place, being a subdivision of parts of Lots One (1) and Two (2), Section Twenty Nine (29), Township Four (4) South, Range Twenty Seven (27) East, according to plat thereof recorded in Plat Book 5, Page 28 of the current public records of St. Johns County, Florida, EXCEPT any portion thereof deed or granted for public road purposes.

EXHIBIT B

LEASE PARCEL

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 60.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,200 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID ORANGE AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ORANGE AVENUE, 35.00 FEET TO THE POINT OF BEGINNING.

ASSIGNMENT, ASSUMPTION, CONSENT, AGREEMENT, AND RELEASE OF LEASE

This Assignment, Assumption, Consent, Agreement, and Release of Lease is made on this _____ day of _____, 1998, by and between **Julington Creek Civic Association**, a Florida non-profit corporation, having an address of _____, (“Association”) and **St. Johns County**, a political subdivision of the State of Florida, having an address of Administrative Center, 4020 Lewis Speedway, St. Augustine, Florida 32095 (“County”) and **Powertel/Jacksonville, Inc.**, a Delaware corporation, having an address of 1239 O.G. Skinner Drive, West Point, Georgia 31833 (“Powertel”).

W I T N E S S E T H

Whereas, St. Johns County is now vested with record title to the parcel of real property described in Attachment “A” by _____ Deed dated _____, 1998, and recorded _____, 1998, under Clerk’s file number in Official Records Book _____, Page _____ in the public records of St. Johns County, Florida (“Overall Parcel”); and

Whereas, Julington Creek Civic Association, as Landlord, and Powertel/Jacksonville, Inc., as Tenant, entered into a Ground Lease Agreement (hereinafter referred to as Lease) dated _____, 1998, for the rental of certain real property more particularly described in Attachment “B” attached hereto and incorporated herein by reference (“Lease Property”), said lease being evidenced by a Memorandum of Lease Agreement recorded on _____, 1998, under Clerk’s file number in Official Records Book _____, Page _____ in the public records of St. Johns County, Florida; and

Whereas, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, Association, County, and Powertel hereby agree as follows:

1. **ASSIGNMENT OF LEASE:** Julington Creek Civic Association, does hereby assign, transfer, convey and deliver to St. Johns County all of its rights, title and interest in the Lease, including the right to collect rent.
2. **ASSUMPTION OF LEASE:** St. Johns County hereby ratifies and confirms all of the terms and conditions of the Lease and covenants and agrees that from and after the effective date of this Assignment of lease, it will and does hereby assume the rights and obligations of Lessor under the subject Lease and will accept all rent when due and fully perform all covenants, conditions and agreements of Landlord under the Lease for the remaining term and any renewal term set forth in the Lease, except that the County shall not be obligated to

6/10/98
1188

uphold or perform any covenants, explicit or implied, assuring quiet enjoyment of the Lease Property by Powertel except as to matters arising or caused by action of St. Johns County, its successors or assigns.

3. **CONSENT TO LEASE:** St. Johns County hereby consents to, and agrees to be bound by, the terms and conditions of said Lease except as stated in paragraph #2 above.

4. **CONSIDERATION FOR ASSIGNMENT OF LEASE:** In consideration for the Association's transfer and assignment of its Lessor interests in its lease to the County, the St. Johns County Board of County Commissioners shall (a) appropriate each year 10% of the rental income from the Lease for grants which may be disbursed upon approval by the Board of County Commissioners to an organization or organizations exempt under Section 501(c)3 of the Internal Revenue Code of 1986, as amended, for exempt purposes, other than recreation, within that portion of St. Johns County bounded on the east by the westerly right of way of I-95; bounded on the south by the northerly right of way of C.R. 210 (from I-95 to Greenbriar Road) and by the northerly right of way of Greenbriar Road and its westerly extension (to the westerly boundary of St. Johns County); bounded on the west and north by the County line (hereinafter the Northwest Area); (b) use remaining income derived from said Lease for capital improvements for active or passive recreation in the Northwest Area; and (c) with the agreement of the Association hereby cancels and terminates any preexisting leasehold interest it may have in the "Lease Property." The Board of County Commissioners shall also create a citizens advisory board (the "CAB") of at least 5 citizens who reside in the area described in Paragraph 4 to review proposals for expenditure of income derived from the Lease. The Board shall use its best efforts to include on the CAB the following:
 1. A citizen chosen by the County Commission representing District 1.
 2. The St. Johns County Commissioner District 1 recreational advisory board member.
 3. A person with demonstrated interest in passive recreation, i.e., a member of a Garden Club or environmental group.
 4. An athletic association representative.
 5. A civic association representative of an association which is a member in good standing in the Civic Roundtable of St. Johns County.

5. **CONSENT AND RELEASE:** In return for the County's aforesated assumption of Lease obligations, Powertel accepts the County as Lessor, agrees to perform and comply with all covenants, agreements, conditions and stipulations of said Lease, and Powertel hereby releases the Association from all obligations under said Lease.

6. **RECORDATION:** That this Assignment, Assumption, Consent, Agreement, and Release of Lease will be recorded in the public records of St. Johns County, Florida.

ASSIGNOR/ASSOCIATION

Signed, sealed and delivered

Julington Creek Civic Association, a Florida corporation

in the presence of:

Witness

Print Name: _____

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

Executed this ____ day of _____, 1998

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____ 1998, by _____ as _____ of Julington Creek Civic Association, a Florida non-profit corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires:

(Seal)

NOTARY PUBLIC

Print Name: _____

TENANT/POWERTEL

Signed, sealed and delivered
in the presence of:

Powertel/Jacksonville, Inc., a Delaware
corporation

Witness

By: _____

Print Name: _____

Print Name: _____

Title: _____

Witness

Executed this ___ day of
_____, 1998

Print Name: _____

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ___ day of _____,
1998, by _____ as _____ of
Powertel/Jacksonville Inc., a Delaware corporation on behalf of the corporation. He or
she is personally known to me or has produced _____ as
identification and who did take an oath.

My commission expires:

(Seal)

NOTARY PUBLIC
Print Name: _____

ASSIGNEE/COUNTY

Signed, sealed and delivered
in the presence of:

St. Johns County, through its Board of
County Commissioners

Witness
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness
Print Name: _____

Executed this ___ day of
_____, 1998

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ___ day of _____, 1998,
by _____ as _____ of **St. Johns
County**, who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

My commission expires:

(Seal)

NOTARY PUBLIC
Print Name: _____

~~CONFIDENTIAL~~

LEGAL DESCRIPTION

THE LAND

Lot Nineteen (19), Julington Place, being a subdivision of parts of Lots One (1) and Two (2), Section Twenty Nine (29), Township Four (4) South, Range Twenty Seven (27) East, according to plat thereof recorded in Plat Book 5, Page 28 of the current public records of St. Johns County, Florida, EXCEPT any portion thereof deed or granted for public road purposes.

~~EXHIBIT~~

LEASE PARCEL

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 60.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING.

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Attachment B to
Agreement

Return to and Instrument prepared by:
ALAN L. GABRIEL, ESQ.
International Bldg., Penthouse East
2455 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

MEMORANDUM OF LEASE

This Memorandum of Lease is made this ____ day of _____, 199__, by and between Julington Creek Civic Association, a Florida non profit corporation, with an address of _____, hereinafter referred to as "Lessor", and Powertel/Jacksonville, Inc., a Delaware corporation, with an address of 1239 O.G. Skinner Drive, West Point, Georgia 31833, hereinafter referred to as the "Lessee".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of a parcel of land (the "Land") more particularly described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Lessee has leased from Lessor, and Lessor has leased to Lessee, subject to the covenants, promises and agreements set forth in that certain unrecorded Ground Lease dated the ____ day of _____, 19__, and any Addendum thereto, (the "Lease") by and between Lessor and Lessee, a portion of the Land consisting of approximately 4,200 square feet located at _____, in the City of N/A, St. Johns County, State of Florida, (the "Premises") together with the non-exclusive right, privilege and easement over and across a thirty five (35') foot wide portion of the Land for access and utility service thereto (the "Access/Utility Easement"). Said Premises and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and made a part hereof, and collectively identified as the "Leased Premises"; and

WHEREAS, Lessor and Lessee desire to record this Memorandum of Lease, in lieu of recording the Lease, for the purpose of placing the public on notice as to the specific provisions, terms, covenants and conditions of the Lease, all of which are

incorporated herein and made a part hereof by reference; and

WHEREAS, the Lease contains certain covenants and agreements related to the Lessee's use of the Leased Premises for the purpose of constructing, installing, maintaining and operating a communications facility, including but not limited to the following:

(1) The Lease provides for an initial term of five (5) years, commencing subsequent to a preliminary review period of up to a three (3) month period from the date of execution of the Lease by the Lessor;

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

(3) The Lease grants to Lessee certain rights of access and placement of utilities regarding the Land and the Leased Premises; and

(4) The Lease prohibits the Lessor from selling or leasing the Land, the Leased Premises, or any adjacent property of the Lessor for the placement of other communications facilities or for any other purposes if such other communications facilities or other uses would interfere with the intended use of the Leased Premises by Lessee.

(5) The Lease provides that the interests of the Lessor shall not be subject to liens for improvements made by the Lessee, in accordance with Section 713.10, Florida Statutes.

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

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

[This space intentionally left blank]

LESSOR

Signed, sealed and delivered
in the presence of:

**Julington Creek Civic
Association, a Florida non-
profit corporation**

By: _____

Print: _____

Title: _____

Witness
Print Name: _____

Executed on __ day of _____,
199__.

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day
of _____, 199__, by _____, as _____,
of **Julington Creek Civic Association, a Florida non-profit
corporation**, who is personally known to me or who has produced _
_____ as identification and who did (did not) take an
oath.

NOTARY PUBLIC

My Commission Expires:

Print Name: _____

(Seal)

LESSEE

Signed, sealed and delivered
in the presence of:

Powertel/Jacksonville, Inc.,
a Delaware Corporation

Witness
Print Name: _____

By: _____
Print Name: _____
Title : _____

Witness
Print Name: _____

Executed on ___ day of _____, 199_.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 199_, by _____, as _____ of **Powertel/Jacksonville, Inc.,** a Delaware corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC
Print Name: _____

(seal)

460147assoc.m12
3/2/98

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND

Lot Nineteen (19), Julington Place, being a subdivision of parts of Lots One (1) and Two (2), Section Twenty Nine (29), Township Four (4) South, Range Twenty Seven (27) East, according to plat thereof recorded in Plat Book 5, Page 28 of the current public records of St. Johns County, Florida, EXCEPT any portion thereof deed or granted for public road purposes.

EXHIBIT B

LEASE PARCEL

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 60.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,200 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PART OF LOT 19, JULINGTON PLACE AS RECORDED IN MAP BOOK 5, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF ORANGE AVENUE (A 60 FOOT RIGHT OF WAY), 286.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 04 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST, 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID ORANGE AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ORANGE AVENUE, 35.00 FEET TO THE POINT OF BEGINNING.