

RESOLUTION NO. 98-159

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY TO AUTHORIZE THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE CONTRACTS BETWEEN THE COUNTY AND ALLTEL COMMUNICATIONS INC., NEXTEL AND SPRINT COMPANIES FOR TELECOMMUNICATIONS USE OF A PORTION OF THE COUNTY OWNED TOWER ADJOINING THE COUNTY ADMINISTRATION ANNEX ON PALM VALLEY ROAD, ST. JOHNS COUNTY, FLORIDA.

WHEREAS, ALLTEL Communications, Inc., Nextel and Sprint companies were the three successful bidders for sites on the Telecommunications County Tower adjoining the County Administration annex on Palm Valley Road, St. Johns County, Florida; and

WHEREAS, Section 5, paragraph (m) of St. Johns County Ordinance 96-70 empowers the County Administrator to negotiate agreements and contracts for the Board of County Commissioners; and

WHEREAS, the draft contract or Agreement attached as Exhibit A provides for ALLTEL's use of a site on said tower; and

WHEREAS, the County Administrator will negotiate substantially similar contracts with Nextel and Sprint, providing that terms relating to payments due, on tower location description, subordination clauses, installation requirements, etc., may vary between contracts; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The County Administrator is hereby authorized to negotiate, execute and bind the County to contracts with ALLTEL, Nextel, and Sprint companies substantially in the form as that attached hereto and incorporated herein as Exhibit A provided that contract terms relating to payments due, on tower location descriptions, subordination clauses, installation requirements, etc., may vary as deemed necessary by the County Administrator.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25 day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia A. Strickland
Deputy Clerk

TOWER ATTACHMENT
COMMUNICATIONS SITE AGREEMENT

Draft 8/17/98

THIS TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT ("Agreement" or "Lease") is entered into this ____ day of _____, 199__, by and between **St. Johns County through its Board of County Commissioners** ("Owner") and _____ ("Lessee").

1. **Grant.** Subject to the following terms and conditions, Owner hereby grants Lessee the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower (the "Tower") located on the property described in Exhibit "A" (the "Premises"), and leases to Lessee a portion of the Premises (the "Building Site") for construction and occupancy of an equipment shelter or building to house Lessee's equipment on the Premises as more particularly described in Exhibit "A". Lessee may use only levels ____ to ____ of the Tower and its horizontally contiguous air space as depicted on Exhibit D for its antennas and receivers. Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion. Owner also grants to Lessee a non-exclusive easement during the term of this Lease for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Lessee may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit "C" (the "Equipment"), or as Owner may otherwise approve, such approval not to be unreasonably withheld, conditioned or denied. Any personal property owned by Lessee, whether or not fixed or attached to the Building Site or Tower, shall remain the property of Lessee prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. **Use.** Lessee shall use the Equipment and the Building Site for the purpose of constructing, installing, maintaining, improving and operating, at Lessee's expense, a communications facility, including antennae, buildings and incidental uses. Lessee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Lessee in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Lessee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Tower or the Premises.

3. **Term.** The term of this Agreement shall be five (5) years, commencing _____, 1998 (the "Commencement Date") and terminating at midnight on _____, 2003 ("Initial Term").

4. **Renewal Term(s).** Lessee shall have the right to extend this Agreement for ____ (____) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Lessee notifies Owner of Lessee's intention not to renew the Agreement at least thirty (30) days prior to expiration of the then current term.

5. Rent.

(a) Initial Term. Beginning on the Commencement Date, Lessee shall pay to Owner as rental the sum of _____ (\$_____) plus applicable sales tax for a total amount of _____ (\$_____) per month ("Rent"). Rent payments shall be made monthly in advance to the Owner's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based on the number of days in that month.

(b) Renewal Term. In the event that Lessee elects to renew this Lease as provided in paragraph 4, Rent shall increase by an amount equal to **fifteen percent (15%)** over the Rent to be paid by Lessee during the immediately preceding Term or Renewal Term. Lessee shall pay Owner Rent during each Renewal Term ("RT") according to the following schedule plus applicable sales tax:

First RT	\$ _____ per month	Third RT	\$ _____ per month
Second RT	\$ _____ per month	Fourth RT	\$ _____ per month

6. Tower Maintenance. Owner represents and warrants that its operation of the Tower, exclusive of Lessee's Equipment, and exclusive of other Tower tenants, but including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its tower lighting system and Tower in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Lessee's antennae and Equipment, and except for damage to the Tower caused by Lessee, or Lessee's tenants, employees, contractors or subcontractors. Should Owner fail to timely make repairs required by this Agreement, Lessee may, at Lessee's option, make such repairs and Owner shall promptly reimburse Lessee for its costs and expenses incurred in such repair.

In the event Owner fails to maintain the tower lighting systems or Tower as provided herein, Lessee shall have the right to withhold Rent payments to Owner if Owner fails to make said repairs or to provide maintenance after Lessee has given Owner fifteen (15) days notice of the need to provide maintenance and repairs. Lessee shall have the right to apply such Rent withheld hereunder to make the necessary repairs and provide the necessary maintenance and Lessee shall not thereafter be responsible to Owner for the Rent withheld and used for such maintenance and repairs. Lessee's activities and operations and Lessee's Equipment shall not interfere with Owner's maintenance and repair of the Tower and its lighting system.

7. Conditions Precedent. Lessee's obligations to perform under this Agreement shall be subject to and conditioned upon:

(a) Lessee's securing appropriate approvals for Lessee's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administration, and any other federal, state or local regulatory agency having jurisdiction over

Lessee's proposed use of the Equipment;

(b) Lessee's obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Lessee's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises or Lessee's ability to obtain financing, provided Lessee shall order such a policy within two (2) business days of the date of this Agreement;

(c) Lessee's obtaining, at its option, a survey, soil borings and analysis tests which must show no defects which, in the reasonable opinion of Lessee, may adversely affect Lessee's use of the Premises, provided Lessee shall order such tests within two (2) business days of the date of this Agreement;

(d) Lessee's approval of the condition of the Premises, which may be subject to, at Lessee's option, an environmental audit of the Premises performed by an environmental consulting firm of Lessee's choice;

(e) Lessee's determination that the Tower is structurally appropriate for Lessee's needs.

In the event of a failure of any of the above referenced conditions precedent within sixty (60) days of the date of this Agreement, Lessee may terminate this Agreement through written notice to Owner. If Lessee fails to provide such notice within sixty (60) days of the date of this Agreement, each of the above conditions precedent shall be deemed satisfied and no Rent shall be abated. In the event of a failure of a condition precedent set forth above, Owner shall refund any fees previously paid to Owner by Lessee under this Agreement upon termination.

8. Interference. Lessee agrees to install Equipment only of types, power and generating frequencies which will not cause interference to transmissions or signals from or to Owner and other current users of the Tower and Lessee will not modify such Equipment, power or frequencies in a manner that will cause interference to now current and later current users of the Tower. Additionally, Lessee will not modify the power, frequencies or location of its Equipment without the prior consent of the Owner, which consent shall not be unreasonably withheld. Lessee confirms that the equipment, power and generating frequencies of the current users of the Tower, and the currently proposed equipment, power, frequencies and locations on the Tower to be used by _____, _____, and _____ will not cause interference to transmission or signals to or from Lessee's Tower Equipment. At Owner's request, Lessee shall provide a detailed interference analysis showing potential conflicts between Lessee's power and frequencies and those of the Owner or other users of the Tower. In the event Lessee's Equipment causes interference in violation of this Agreement, Lessee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Lessee ("Notice Date"), Lessee shall temporarily disconnect the electric power and shut down the offending Equipment (except for intermittent operation for the purpose of testing, after

performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Lessee agrees to promptly remove the Equipment causing such interference from the Tower and the Premises at Owner's request. After the Equipment has been installed, Owner shall place similar covenants upon frequency interference on others thereafter newly contracting with Owner to use Owner's Tower ("Third Parties") pertaining to new equipment installed by such Third Parties on the Tower after Lessee's installation of the Equipment. In the event any Third Parties' interference to Lessee's Equipment cannot be eliminated or rectified to Lessee's reasonable satisfaction within 96 hours after receipt of written notice from Lessee to Owner ("Notice Date"), Owner shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 32 days after receipt of the written notice, Owner shall at the request of Lessee require the Third Party causing the interference to promptly remove the equipment causing such interference from the Tower and the Premises. In the event the Third Party fails to remove such equipment from the Tower and the Premises within 45 days from Lessee's request to Owner, Lessee shall have the option for a period of 30 days to terminate this Lease by providing notice of such termination to Owner.

9. Utilities and Access.

(a) Owner represents that utilities adequate for Lessee's intended use of the Premises are presently available. Further, from time to time, Lessee shall have the right to install utilities, to be separately metered at Lessee's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Lessee shall have the right to permanently place utilities on, or to bring utilities across or under, the Building Site and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Lessee's request, execute a separate written easement in a form which may be filed of record evidencing this right. Lessee shall be responsible for all utility connection charges and all utility use charges, for electricity or any other utility used by Lessee.

(b) Lessee shall have access to the Tower, the Building Site and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Lessee may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. Owner agrees to maintain the current access so that no undue interference is caused to Lessee by other tenants, licensees, invitees or agents of the Owner.

10. Termination. Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by

the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Lessee if the Premises or Tower are damaged by casualty so as to hinder, in Lessee's reasonable judgement, for more than 60 continuous days the effective use of the Equipment.

11. Tower Analysis.

(a) Lessee shall be solely responsible to ensure that Lessee's installation of the Equipment shall not significantly effect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Lessee, promptly upon Lessee's request, with true and accurate copies of any tower analyses performed on the Tower within the two years preceding the request and Lessee's attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Lessee's needs, Lessee may at its expense obtain a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be effected, Owner may require Lessee to obtain a new analysis at Lessee's expense. Owner agrees to cooperate with Lessee in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Lessee or required by Owner, Lessee shall be responsible for coordinating that new analysis by a licenses structural engineer or other party acceptable to Owner, and Lessee shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Lessee. If Lessee requests, Owner shall obtain, within _____ days of Lessee's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Lessee not terminate this Agreement under Section 6 Tower Maintenance above, Owner shall reinforce or otherwise make the Tower structurally sound for Lessee's use in accordance with the lowest responsible bid. Lessee shall promptly pay or reimburse Owner the costs and expenses of such work.

(b) Owner shall notify Lessee in writing prior to attaching, or permitting any other person or entity to attach, any additional antennas, microwave dishes, or other similar equipment ("Additional Antennas") to the Tower. Should Additional Antennas be attached to the Tower, and Lessee reasonably believes that such attachment endangers the structural integrity of the Tower, upon Lessee's written request, Owner shall furnish, at Lessee's expense, a tower analysis performed on the Tower by a licenses structural engineer, or other party acceptable to Lessee, indicating that attachment of the Additional Antennas to the tower does not impair the structural integrity of the Tower and will not materially diminish the Tower's function or useful life. All such tower analyses shall be in compliance with current industry standards.

12. Taxes. Lessee shall pay any personal assessments or property taxes assessed on, or any portion of such assessments or taxes attributable to, Lessee's Equipment. Owner shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are

directly attributable to Lessee's use of the Property and Owner agrees to furnish proof of such increase to Lessee.

13. Liability Insurance. During the Initial Term and all Renewal Terms of this Agreement, Owner and Lessee shall each maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Owner and Lessee's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.

14. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making on the Premises or the Tower, Lessee may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Lessee shall share in the condemnation proceeds as determined by agreement of the parties, or in the absence of such agreement, by the Court in which the condemnation proceedings are held.

15. Environmental Matters.

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement. Lessee and Owner both covenant not to directly or indirectly cause Hazardous Materials to be brought on the Premises or Easement, with the exception of cleaning solutions, solvents, or other substances typically used in the normal course of Owner or Lessee's business. Any Hazardous Materials shall be properly contained and disposed of in a legal manner off site. As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

(b) Lessee shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Lessee shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Lessee shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements causes, directly or

indirectly, by the activities of the Lessee or Lessee's agents, employees or contractors.

16. Hold Harmless.

(a) By Owner. To the extent allowed by Florida law, the Owner agrees to defend, indemnify and hold Lessee and its officers, agents and employees harmless from and against any and all, costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorneys fees, which in any manner arise out of any intentional misconduct by Owner pertaining to this Agreement or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises.

(b) By Lessee. Lessee agrees to defend, indemnify and hold Owner and its Tower users, their officers, agents and employees harmless from and against any and all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgments, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to Lessee's use of the Equipment, Easement or Premises or the performance or non-performance of this Agreement by Lessee, Lessee's subcontractors, employees, agents, or assigns, including without limitation, those that may arise out of the use or furnishing of materials, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Lessee, its subcontractors, agents, servants, employees, or any or all of them.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner, to:

St. Johns County Administrative Center
4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: County Administrator

Consumer's Certification of Exemption -- 65-06-012004-53C
Federal Tax I.D. (or Exemption Number).

If to Lessee, to:

ALLTEL Communications, Inc.
One Allied Drive
Building IV, 5th Floor S
Little Rock, AR 72201

18. Title. Owner warrants it has the full right, power and authority to execute this

Agreement and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

19. Assignment. Lessee may not assign its interest in this Agreement without prior written approval by Owner, not to be unreasonably withheld, except that Lessee may assign its rights under this Agreement to a responsible Affiliate.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state and local laws, codes and regulations. Lessee is solely responsible for the licensing, operation and maintenance of Lessee's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration in that regard. Lessee's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others, and Lessee shall defend, indemnify and hold harmless Owner from any such damage.

22. Holding Over. In the event Lessee remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Lessee shall, unless objected to by Owner, occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

23. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

24. Miscellaneous

(a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Owner and Lessee, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Lessee.

(c) If either Owner or Lessee is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

(d) Lessee may record this Agreement or a Memorandum of Agreement executed by all parties.

(e) This Agreement shall be construed in accordance with the laws of the State of Florida.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, Owner and Lessee have executed this Tower Attachment Communications Site Agreement effective as of the day and year first above written.

OWNER: St. Johns County through its Board of County Commissioners

Attest: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Name: _____
Date: _____

LESSEE: _____

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

{Corporate Seal}

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998,
by _____, as _____ of _____,
a _____ corporation, on behalf of the corporation. He/she is personally known to me
or has produced _____ as identification.

_____, Notary Public

(Name of Notary, typed or printed)

Commission Number: _____

Commission Expires: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998 by _____
_____, as _____, who is personally
known to me or who has produced _____ as identification.

_____, Notary Public

(Name of Notary, typed or printed)

Commission Number: _____

Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The property referred to as Premises is described as follows:

[Insert legal description]

The property referred to as Building Site is described as follows:

[Insert legal description]

(Insert Plan View of Tower and Building Site)

EXHIBIT "B"

DESCRIPTION OF EASEMENT

[Preliminary site sketch which may be replaced with a survey of the easement]

EXHIBIT "C"

LESSEE'S PERSONAL PROPERTY and EQUIPMENT

Owner and Lessee agree that within one hundred eighty (180) days following the Commencement Date, Lessee will replace this Exhibit "C" with a revised Exhibit "C" which shall specifically identify the personal property and equipment to be attached to the Tower and Building Site.

Preliminary Exhibit "C":

Schedule of Equipment:

(Need Complete)

LESSEE
Antennas

Level ___ to ___

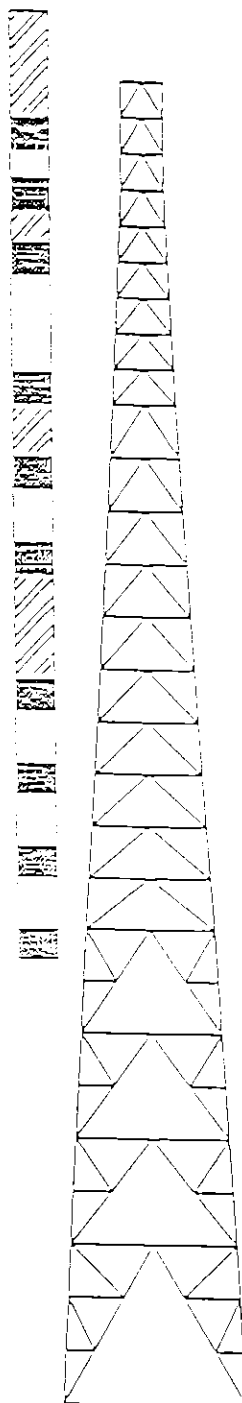
(NOT TO SCALE)

Level 205

Level 127

Level 111

Level 95



— 250

MW357

— 230

MW361

— 210

MW372

— 190

MW363

— 170

MW358

— 150

MW362

— 130

MW356

— 110

MW374

— 90

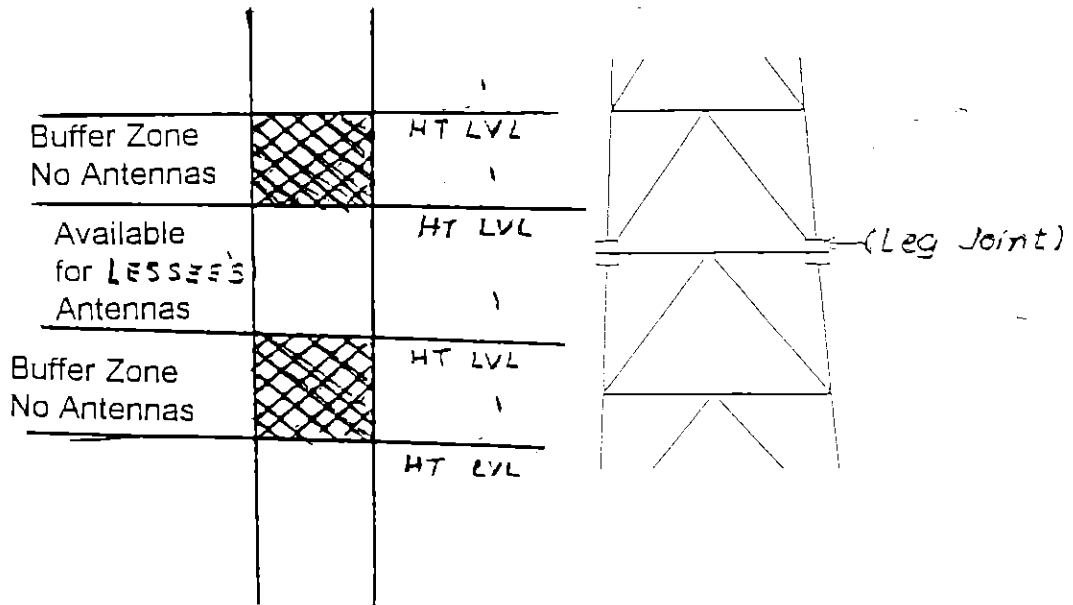
MWK102

— 70

— 50

— 30

Tower Elevation



HT LVL = HEIGHT LEVEL IN FEET.
(USED FILL IN.)