

RESOLUTION NO. 2014- 186

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF A MASTER IN-BUILDING NONEXCLUSIVE LICENSE AGREEMENT AND SITE LICENSE FOR NEW CINGULAR WIRELESS PCS, LLC, TO USE A PORTION OF THE ST. JOHNS COUNTY RICHARD O. WATSON JUDICIAL CENTER FOR IN-BUILDING WIRELESS TELECOMMUNICATION SYSTEMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, New Cingular Wireless PCS, LLC (“Cingular”), has executed and presented to the County a Master In-Building Nonexclusive License with an attached Site License (“Agreement”), attached hereto as Exhibit “A,” incorporated by reference and made a part hereof, to allow Cingular to install, operate and maintain in-building wireless radio telecommunications systems (“System”) and related wireless communications equipment in the Richard O. Watson Judicial Center (“Courthouse”); and

WHEREAS, installation of the System will enhance radio frequency coverage for supported wireless devices; and

WHEREAS, it is in the best interest of the County to accept the Agreement for the safety and welfare of the citizens using the Courthouse; and,

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

Section 1. The above recitals are incorporated into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Agreement is hereby accepted by the Board of County Commissioners and the County Administrator, or designee, is authorized to execute the Agreement.

Section 3. To the extent that there are scriveners, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original agreement in the Clerk’s Office.

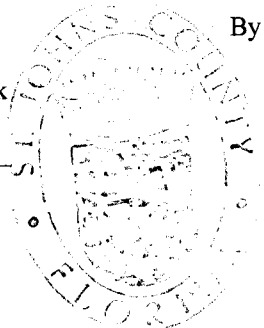
15th **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk



RENDITION DATE 7/17/14

EXHIBIT "A" TO RESOLUTION

MASTER IN-BUILDING NONEXCLUSIVE LICENSE AGREEMENT

Licensor Licensor Legal Name: St. Johns County, a political subdivision of the State of Florida Street Address: 500 San Sebastian View City: St. Augustine State/Province: FL Zip Code: 32084 Country: US	Licensee New Cingular Wireless PCS, LLC Suite 13-F West Tower NE 575 Morosgo Drive Atlanta, GA 30324
Licensor Contact (for notices) Name: St. Johns County Board of County Commissioners Attn: Real Estate Division Street Address: 500 San Sebastian View City: St. Augustine State/Province: FL Zip Code: 32084 Country: US Telephone: 904-209-0653 Fax: 904-209-0651 With a copy to: St. Johns County Board of County Commissioners Attn: Building Operations Supervisor 500 San Sebastian View St. Augustine, FL 32084	Licensee Contact (for notices) New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Suite 13-F West Tower 575 Morosgo Drive NE Atlanta, GA 30324 With a copy to: New Cingular Wireless PCS, LLC Attn: Network Counsel 208 S. Akard Street Dallas, Texas, 75202-4206

This Master In-Building Nonexclusive License Agreement ("**Agreement**"), between the Licensor named above ("**Licensor**") and the Licensee named above ("**Licensee**"), each for its own benefit and for the benefit of its Affiliates which participate in this Agreement, is effective as of the latter of the signature dates below (the "**Effective Date**"). Licensee and Licensor are, at times, referred to herein individually as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, Licensor owns or controls real property that is situated at various locations as more fully and specifically described in each Site License (as defined below) and improved with structures (each a "**Structure**"), (such locations and Structures collectively being the "**Property**"); and

WHEREAS, in accordance with the terms and conditions contained in this Agreement, Licensor desires to grant to Licensee the right to use a portion or portions of the Property for the installation, operation and maintenance of in-building wireless radio telecommunications systems (each a "**System**" as defined below), and related wireless communications equipment; and

WHEREAS, installation of each System at the Property shall be for use by the Licensee and shall benefit Licensor by facilitating enhanced radio frequency coverage for supported wireless devices.

NOW THEREFORE, for good and valuable consideration, the Licensor and Licensee hereby agree as follows:

1. Definitions.

1.1 "**Affiliate**" of Licensee means any entity that controls, is controlled by, or is under common control with Licensee.

1.2 "**FCC**" means the Federal Communications Commission.

1.3 "**Frequency**" or "**Frequencies**" means the frequencies for which a Licensee affiliate holds or uses to provide wireless telecommunication services and features.

1.4 "**Interference**" means undesired RF energy that can degrade the quality of service on frequencies, which may result in distorted conversations, dropped calls, and blocked calls for Licensee affiliates or other carriers.

1.5 "LAN" means Local-Area-Network, a system that has networking equipment and/or computers in close proximity to each other capable of communicating, sharing resources and information.

1.6 "Metrocell" means a high capacity, low power small cell radio for network coverage.

1.7 "Modifications" means any modifications, enhancements, expansions, upgrades or equipment replacement, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.

1.8 "Network" means the Licensee infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

1.9 "Premises" means the individual physical location(s) situated throughout the Property and identified in Exhibit A, which is attached to the applicable Site License and incorporated therein by reference ("Exhibit A").

1.10 "RF" means radio frequency.

1.11 "Site" means the System and Premises as set forth on each Site License.

1.12 "Site License" means an agreement signed by the Parties in the form attached hereto as **Exhibit 1**, and incorporated herein by this reference.

1.13 "System" means an in-building wireless radio telecommunications system comprised of one or more Metrocells, any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises to enable enhanced RF coverage from the Network.

1.14 "Transport" means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points.

1.15 "WAN" means Wide Area Network, a private or public network service generally provided by a phone company connecting LAN's across diverse geographic regions.

2. System and Premises. In consideration of Licensee's installation of a System, there shall be no license fee or license fee equivalent due from Licensee to Licensor.

2.1 Identification. Subject to prior approval by the Licensor, not to be unreasonably withheld, conditioned or delayed, Licensee may make Modifications to the System(s) at the Premises. Each time the Parties agree to add an additional Site on the Property for the installation of a System, or any portion thereof, such agreement shall be set forth in an individual Site License. Unless otherwise set forth in the applicable Site License, all terms and conditions of this Agreement shall apply to the System(s) and Site(s). To the extent of any material conflict between the terms and conditions of this Agreement and the terms and conditions of a Site License, the terms and conditions of the Site License shall take precedence over the terms and conditions of this Agreement.

2.2 Installation. Upon prior review and approval by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, Licensee shall install each System materially in accordance with the System design set forth in Exhibit A to the respective Site License. Licensee, at Licensee's sole cost and expense, shall be solely responsible for securing and maintaining any jurisdictional land use, building and/or safety licenses, permits and/or approvals required for the installation, maintenance, repair, replacement, removal and/or operation of any System on or at the Premises.

2.3 Maintenance. Subject to the terms and conditions specified herein, Licensee shall maintain the System(s) at Licensee's sole expense. Licensor shall maintain any Licensor-owned cabling and distribution systems to which a System is connected.

2.4 Modification and Capacity. Licensor hereby acknowledges and agrees that a System affects Network capacity and performance, and that, due to the nature of RF, a System may not provide coverage for the entire Premises. Licensor further acknowledges and agrees that from time to time (a) subject to Licensor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, Licensee may make Modifications to a System and Network; and (b) any such Modifications may consume additional power, and, subject to availability on or at the Premises, require additional space. Upon reasonable prior notice to Licensor, Licensee may (a) perform immaterial and/or minor alterations to the System(s) (i.e., repairs or swapping existing equipment for equipment of like kind and quality) and (b) modify, supplement, replace, upgrade, expand the equipment, and increase the number of antennas within the Premises. Any Licensor-proposed Modifications to a System are subject to Licensee's prior written approval, and, if approved, will be implemented by Licensee at Licensor's sole expense. Licensor shall provide Licensee at least sixty (60) days prior notice of any proposed changes to the Premises that may affect Licensee's use of the Premises or that may in any way that interfere with the Frequencies, any System, or the Network.

2.5 Ownership. FCC regulations require Licensee to maintain sole control over any transmitting device that operates within Licensee's assigned Frequencies. The Parties agree that: (a) Licensor does not have, and will not acquire through this Agreement or any Site License any proprietary or ownership rights or interest in a System, the Network, or related components. Each System, and all corresponding components, are and will remain the property of Licensee, and, upon prior approval by Licensor, which approval will not be unreasonably withheld, conditioned or delayed, Licensee will have the right to install, operate, maintain and remove a System at Licensee's expense. Licensee has no proprietary or ownership rights in the Premises or Licensor's facilities, including Licensor-owned cabling and distribution systems if used as part of a System installation.

2.6 Connectivity. Licensor understands and agrees the Metrocell requires connectivity to the Network via compatible IP network or other compatible broadband service ("Transport"). Licensor shall reasonably cooperate with any qualified Transport provider requesting an easement over, under and across the Property in order to provide service to Licensee as Licensee may require to operate a System. Licensee shall be responsible for ordering services that Licensee may require from time to time for the use and operation of a System, and maintaining such services during the Term at Licensee's sole expense.

2.7 Monitoring. Licensee has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Licensor and/or a System does not cause Interference to the Network, transmission facilities or other equipment. If Interference is discovered, Licensee will determine the cause of such Interference, and may, at its option, disable or shut down such System until Licensee is able to determine and eliminate the cause of the Interference. Licensor shall make commercially reasonable efforts to cooperate with Licensee to resolve any interference issues in a timely manner.

3. Licensor Responsibilities. Licensor represents warrants and agrees that:

(a) Licensor will obtain prior to installation all required approvals and consents from any applicable parties, including by not limited to lenders and landlords, which shall allow Licensee to obtain all required governmental approvals and permits to install, maintain, repair, replace, remove and/or operate a System on or at the Premises.

(b) Except as otherwise set forth in Section 2.6, Licensor shall provide to Licensee, any available conduit, holes, wireways, wiring, plans, power/utilities and other items reasonably required to allow Licensee to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System, provided such facilities are available. Moreover, Licensor agrees to reasonably cooperate with Licensee with the provision of such, including but not limited to transport, within a reasonable time.

(c) Subject to availability, Licensor shall provide to Licensee space on or at the Premises that is sufficient, climate controlled, and in such a condition that will allow Licensee to install, repair, maintain, replace, remove, make Modifications to (subject to Section 2.4 above), and/or operate a System.

(d) Licensor represents and warrants, to the best of Licensor's knowledge, that as of the Effective Date of this Agreement, the Premises is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety. If Licensee discovers, uncovers, disturbs or otherwise reveals any existing Hazardous Materials on or at the Premises, including but not limited to asbestos, then it must immediately stop any work in progress and report such findings to Licensor. If Licensor has not commenced and diligently pursued corrective action to remediate such Hazardous Materials within thirty (30) days after Licensee's discovery then Licensee may terminate this Agreement. Licensee is hereby released and indemnified, to the extent permitted by law, from any responsibility for managing, monitoring or abating, and will not be deemed to have ownership of Hazardous Materials, including asbestos, pre-existing within the Premises. Licensee has no obligation to perform work at the Premises that is not a suitable and safe working environment in Licensee's sole discretion;

(e) Licensor will make available to Licensee, on a twenty-four (24) hours per day, seven (7) days per week basis access to the Premises as needed to complete any necessary installation, maintenance, repair, replacement, removal, or Modifications of a System. When accessing the Premises, Licensee shall be subject to Licensor's reasonable security procedures and protocol to the extent such procedures and protocol are provided to Licensee in advance. Licensee hereby consents to a background investigation for security purposes of any persons(s) it provides with access to the Premises. Licensor and Licensee specifically acknowledge that Licensor

reserves the right to preclude, limit or control Licensee's access to the Premises at any time, except in the event of an emergency.

(f) Licensor shall provide at Licensor's sole cost and expense, all electricity, HVAC, and any other utility used or consumed by Licensee for operation of the System(s).

4. Term of Site License(s) and Agreement.

(a) Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue until the fifteenth (15th) anniversary of the Effective Date. This Agreement will automatically renew for up to two (2) additional five (5) year terms (the "Renewal Terms"), upon the same terms and conditions provided herein, unless either party hereto notifies the other in writing of its intent not to renew this Agreement at least one hundred and eighty (180) prior to the expiration of the then existing term.

(b) Site Licenses. The initial term of each Site License shall commence upon the date Licensee successfully commences operation of the System at the applicable Site ("**Commencement Date**"). The period from the Commencement Date to the second (3rd) year anniversary of the Commencement Date shall be referred to hereinafter as the "Initial Term". Licensee shall have the right to renew each Site License for two (2) successive one-year (1) periods (the "Renewal Terms"), upon the same terms and conditions in effect during the Initial Term. Upon expiration or termination of this Agreement, any Renewal Terms remaining shall be null and void and each Site License shall likewise expire or terminate.

5. Insurance. During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability insurance (ISO policy form CG 00 01 or its equivalent), with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Licensee's CGL insurance shall contain a provision including Licensor as an additional insured. Notwithstanding the foregoing, Licensee shall have the right to self-insure the risks for which Licensee is required to insure against and under the same terms and conditions as required in the Section. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Licensor shall promptly and no later than thirty days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Licensor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Licensee; (3) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit or the like; (4) Licensee's self-insurance obligation for Licensor shall not extend to claims for punitive damages, exemplary damages, or gross negligence arising out of the acts or omissions of Licensor; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Licensor, its employees, agents, or independent contractors.

It is expressly understood that Licensor shall have no responsibility for providing insurance coverage for any property owned by Licensee, and shall bear no liability for any loss of property (real or personal) owned by Licensee by reason of damage, theft or otherwise.

The insurance requirements contained in this section apply the same to any contractor or subcontractor directly or indirectly employed or hired by Licensee. In the event of unusual circumstances, Licensor, upon reasonable notice, may adjust the insurance requirements provided herein.

6 Default. If either Party fails to perform or observe any material term or condition of this Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement ("Default"). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. In addition, a Party will be in Default of the Agreement if (i) such Party makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed for that Party due to its insolvency, (iii) that Party initiates a voluntary bankruptcy proceeding, (iv) that Party's creditors initiate a bankruptcy proceeding against that Party and such proceeding is continuing and not dismissed or discharged for sixty (60) days.

7. Termination; Remedies.

7.1 Termination by Either Party. If a Party is in Default of the Agreement under Section 6 hereof, then the other Party may terminate this Agreement and exercise any and all other remedies available at law or in equity.

7.2 Termination by Licensee. Licensee may immediately terminate any Site License and shut down any and all applicable Systems under the following circumstances:

7.2.1 Regulatory Change. In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects Licensee's ability to fulfill its obligations hereunder.

7.2.2 Interference. In the event Licensee is unable to eliminate the cause of any interference identified pursuant to Section 2.7 herein, regardless of the cause.

7.2.3 Operations. In the event Licensee experiences a significant loss of power or Transport.

7.3 Termination by Licensor. Licensor may immediately terminate this Agreement and/or any Site License, without penalty or further liability if Licensee fails to comply with any applicable local, state or federal provision governing Licensee's activity on or at the Premises within the time prescribed by the governing authority or within ninety (90) calendar days if no time is prescribed.

7.4 Equipment Removal. Upon expiration or termination of this Agreement for any reason, Licensee shall, within ninety (90) calendar days of such time, have the obligation to enter the Premises and remove a System and restore the Premises (normal wear and tear excepted).

8. Indemnification.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

(b) To the extent permissible by law, Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees or agents, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) This provision relating to Indemnification, is separate and apart from, and in no way limited by, any insurance provided by Licensee, pursuant to this Agreement or otherwise.

(d) Nothing contained in this Agreement or any Site License shall be interpreted or construed to mean that Licensor waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes, or as consent to being sued hereunder.

(e) These provisions relating to Indemnification shall survive the expiration or termination of this Agreement.

9. Warranties.

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensee makes no express warranty regarding a System or any portion thereof, and Licensee disclaims any implied warranty, including any warranties of merchantability of fitness therefor.

10. Disclaimers and Limitations of Liability.

10.1 Disclaimer of Warranties. LICENSEE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, LICENSEE MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR

ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

10.2. Limitation of Liability.

Licensee will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the system(s).

10.3 LICENSEE WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY LICENSEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY LICENSOR OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF LICENSOR'S, ITS AFFILIATE'S, USER'S, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

10.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth herein will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

11. Miscellaneous.

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

11.2 Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly made and received when personally served or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to the Parties' addresses set forth on the cover page. Each Party may change its address on thirty (30) days' written notice.

11.3 Governing Law and Venue. The laws of the State of Florida will govern all questions with respect to this Agreement. The prevailing Party in any dispute to enforce or interpret this Agreement will be entitled to recover its reasonable costs and attorneys' fees. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

11.4 Assignment. This Agreement shall not be assigned by either Party with prior written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed. Subject to the foregoing, this Agreement will be binding upon the assignees of the respective Parties. Notwithstanding the foregoing, Licensee shall have the right to assign, sell or transfer its interest under this Agreement and its rights herein, in whole or in part, without the approval or consent of Licensor, to Licensee's Affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Licensor of such assignment, transfer, or sale, in writing, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee shall not have the right to sublicense the Premises.

11.5 Third Party Beneficiaries. Other than as expressly set forth herein, this Agreement will not be deemed to provide any third parties with any remedy, claim, right of action, or other right.

11.6 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions will remain in effect and the Parties will begin negotiations for a replacement of the invalid or unenforceable portion.

11.7 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

11.8 Legal Relationship. This Agreement does not render either Party the agent or legal representative of the other Party and does not create a partnership or joint venture between Licensee and Licensor. Neither Party will have any authority to agree for or bind the other Party in any manner whatsoever.

11.9 Waiver. No waiver of any of the provisions of this Agreement will be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of any provision.

11.10 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

11.11 Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement will be binding unless made in writing signed by both Parties.

11.12 Force Majeure. Licensee will not be liable for any delay, failure in performance, loss or damage due to fire, explosion, lightning, pest damage, power surge or failures, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, products, or transportation facilities, fuel or energy shortages, acts or omissions of Licensor, other communications carriers, suppliers or subcontractors, outages associated with compliance with any existing or yet to be enacted law, building code requirement or other regulatory mandate, or other causes beyond Licensee's control, whether or not similar to the foregoing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be Effective as of the last date written below.

"LICENSOR"

St. Johns County, a political subdivision of the State of Florida

By: _____
Print Name: _____
Its: _____
Date: _____

"LICENSEE"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: *Sonny Pieper*
Print Name: SONNY PIEPER
Its: manager
Date: 06-23-14

EXHIBIT 1

Site License pursuant to the

Master In-Building Nonexclusive License Agreement between Licensor and Licensee dated _____
("MILA")

Effective Date of Site License:	_____, 201__
Commencement Date of Site License:	
Licensee Name:	New Cingular Wireless PCS, LLC
Licensor Name:	St. Johns County, a political subdivision of the State of Florida
Licensor Affiliate Entering this Site License (if applicable):	
Licensor Operator/Manager Name (if applicable):	
Site Information:	
Site Address:	4010 Lewis Speedway Street St. Augustine, FL 32084
Description of System on Site:	See Attached Exhibit A
Licensee Site Name:	St. Johns County Courthouse
Licensee Fixed Asset Number:	13025689
Licensor Site Name:	
Licensor Reference Number:	

This Site License is executed and delivered pursuant to the MILA. Except as expressly set forth in this Site License, all terms and conditions of the MILA are incorporated herein by reference and made a part hereof for all purposes. All capitalized terms have the meaning ascribed to them in the MILA unless specifically defined herein. Upon the execution of this Site License by Licensee and Licensor (and any Affiliate of Licensor, if applicable), Licensee hereby licenses the Site (described herein), together with a non-exclusive right of ingress and egress by foot and/or motor vehicle, for the installation and operation of Licensee's System (described in **Exhibit A**) in accordance with the terms and conditions of the MILA and those set forth herein. In the event of any inconsistencies between the MILA and this Site License, the terms of this Site License shall control.

1. Licensor Contact(s) for Access (Pursuant to the MILA):

Katie Diaz, Building Operations Superintendent
St. Johns County Board of County Commissioners
500 San Sebastian View, Rm 017
St Augustine, FL 32084
904.209.0653 phone
904.669.0840 cell
904.209.0651 fax
kdiaz@sjcfl.us

2. Licensor Contact(s) for Construction Scheduling (Pursuant to the MILA):

Katie Diaz, Building Operations Superintendent
St. Johns County Board of County Commissioners
500 San Sebastian View, Rm 017

St Augustine, FL 32084
904.209.0653 phone
904.669.0840 cell
904.209.0651 fax
kdiaz@sjcfl.us

[Remainder of page intentionally left blank; signatures on following page.]

**ST. JOHNS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Signature

By: *Sonny Pieper*
Signature

Name

SONNY PIEPER
Name

Title

Area manager
Title

Date

06/23/14
Date

[LICENSOR AFFILIATE(S)]

By: _____
Signature

Name

Title

Date

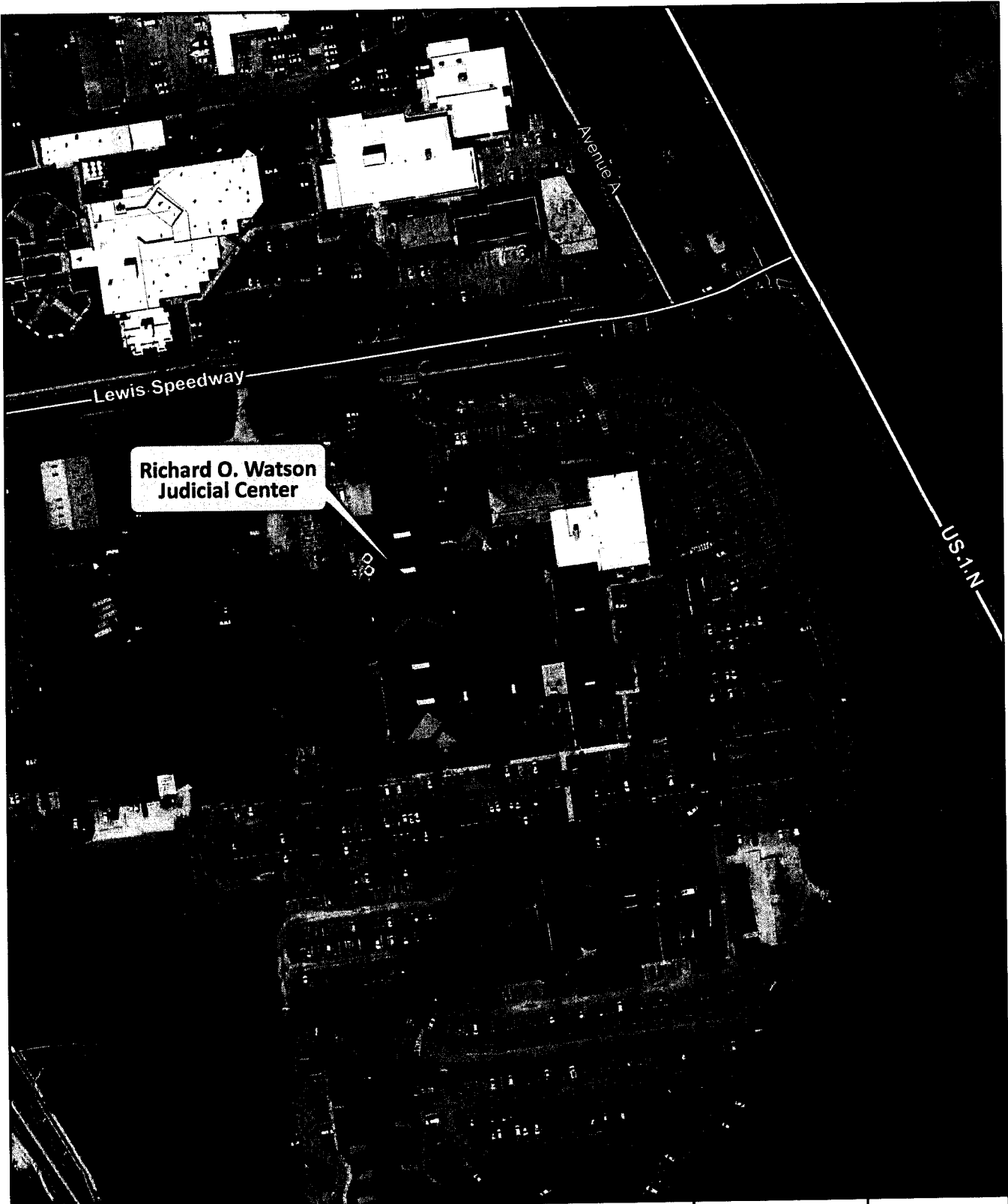
Exhibit A

SYSTEM AND PREMISES

Description of the System and Premises:


St. Johns County Courthouse
4010 Lewis Speedway Street
St. Augustine, FL 32084

Licensors and Licensee agree and acknowledge that this Exhibit will be replaced with a revised Exhibit A-1 once the System and Premises are fixed and sufficiently defined. All references in the License to Exhibit A shall thereafter be references to Exhibit A-1 as revised.



**Richard O. Watson
Judicial Center**




 2013 Aerial Imagery
 0 100 200
 Feet
 June 30, 2014

**In-Building License
 Agreement**
*New Cingular Wireless PCS
 AT&T Signal Booster*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

