

RESOLUTION NO. 24-44

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AND A SITE LICENSE AGREEMENT WITH CROWN CASTLE SOUTH LLC, RELATING TO AN EXISTING CELL TOWER LOCATED AT GULF BOULEVARD AS MORE FULLY SET FORTH IN THE TERMS AND CONDITIONS OF THE LEASE AND SITE LICENSE AGREEMENTS.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Ground Lease Agreement between the City and New Cingular Wireless PCS, LLC, in substantially the form **attached** as Exhibit A as presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. That certain Site License Agreement between the City and Crown Castle South LLC, in substantially the form **attached** as Exhibit B, both relating to the lease of real property with an existing cell tower on Gulf Boulevard, as presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 14th day of December 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



SITE LICENSE AGREEMENT
(FOR INSTALLATION BY A GOVERNMENT LICENSEE ON A TOWER SITE)

This Site License Agreement (“SLA”) is made and entered into as of December 15, 2023 (the “SLA Date”), by and between **CITY OF PANAMA CITY BEACH**, a Florida municipal corporation (“Licensee”), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company (“Licensor”), with respect to Licensee’s use of certain Licensed Space at the following site (the “Site”) in connection the following order (the “Order”):



Site and Order Identifiers:

Crown Castle BU#: 813742

Licensee Site ID: _____

Order #: _____



General Terms and Conditions Information:

Version ID: _____

Version Date: _____

Licensee Approval Date: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites) referenced above (the “**General Terms and Conditions**”), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions.
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in Exhibit B attached hereto, which Exhibit B is incorporated herein by this reference. Such License is subject to the Installation Standards and the Building Rules (if applicable).
3. **LICENSED SPACE:** The Equipment shall be contained only within the Licensed Space, which consists of those certain locations designated for the placement of Equipment on the tower, on the ground, within an existing building, and/or on the rooftop, as described in the Order and, if applicable, as shown in the Site Plan attached hereto as **Exhibit A**. For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:** The following items shall be used to define the SLA Term of this SLA:
 - A. “**Term Commencement Date**”: January 1, _____, 2024
 - B. Duration of Initial SLA Term: Five (5) years
 - C. Number of Renewal SLA Terms: Five (5)
 - D. Duration of Renewal SLA Terms: Five (5) years
 - E. Required minimum number of days written notice not to renew: 90 days prior to Current Term Expiration Date
5. **PAYMENTS:**
 - A. Payee: Crown Castle South LLC
 - B. Payee Address: JP Morgan Chase (TX1-0029) Lockbox 301334
14800 Frye Rd. Fort Worth, TX 76155 _____
 - C. Licensee shall include the Crown Castle BU# specified above on or with each payment of the Basic Payment.



6. OTHER PAYMENTS:

A. Up-Front Co-Location Fee: \$0.00, which amount covers each cost indicated by an “X” in the applicable checkbox below:

- Crown Castle’s submittal or evaluation of the Order
- Performance of a Structural Analysis
- Crown Castle’s inspection of Work not performed by Crown Castle

B. INTENTIONALLY OMITTED:

7. NOTICE ADDRESSES:

Licensee’s Address for Notices:	Licensor’s Address for Notices:
<p>City of Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, FL 32413</p> <p>With a copy to: Hand Arendall Harrison Sale, LLC Attn: Amy E. Myers 16901 Panama City Beach Parkway, Suite 200 Panama City Beach, FL 32413</p>	<p>Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000</p>

8. **PRIME LEASE OR DEED:** The parties acknowledge and agree that they are the same parties to the Prime Lease. In the event of a conflict between this SLA and the Prime Lease, the Prime Lease shall control.

9. ADDITIONAL PROVISIONS (IF APPLICABLE):

A. **Interference Caused by Licensee to Third Party Users Transmitting Signals Within the 900 MHz ISM Frequency Band.** If, prior to the execution of this SLA, another user of the Site was granted the right to install and operate equipment within the 900 MHz ISM frequency band on the Site, and the operation of Licensee’s equipment within the 900 MHz ISM frequency band on the Site causes RF interference to such other user’s transmission or reception of signals within the 900 MHz ISM frequency band on the Site (“**900 MHz ISM RF Interference**”), then, if Licensee is notified in writing that its operations are causing such 900 MHz ISM RF Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such 900 MHz ISM RF Interference. If such 900 MHz ISM RF Interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations, except for intermittent testing, until such time as Licensee can make repairs to the interfering equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the equipment causing such 900 MHz ISM RF Interference, at Licensee’s cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. The foregoing terms and conditions contained in this section shall be deemed to be null and void if the FCC adopts changes to its rules or regulations that cause such frequencies within the 900 MHz ISM frequency band to be recategorized or reclassified as frequencies for which an FCC license is required.

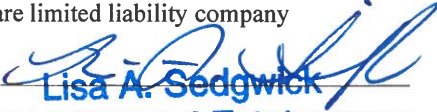
[Signatures to immediately follow]



IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

CROWN CASTLE SOUTH LLC,
a Delaware limited liability company

By: 
Name: Lisa A. Sedgwick
Title: Mgr Real Estate

LICENSEE:

CITY OF PANAMA CITY BEACH,
a Florida municipal corporation


By: 
Name: Huey J. WHITE
Title: ACTING CITY MANAGER

EXHIBIT B

Antennae Type	Mounting Height	Approximate Antennae Dimensions	Number of Feed Lines
PCB Lift Station Telemetry:			
DB420-B	190'	233 in.	1-1/4" Coax
DB420-B	190'	233 in.	1-1/4" Coax
DB404-B	190'	60 in.	1-1/4" Coax
DB404-B	190'	60 in.	1-1/4" Coax
PCB Automatic Meter Reading:			
A 3-panel array consisting of:			
3 Each of: WPA-70063-8CF-EDIN-X in a sectorized arrangement	170'	Each 3 Ea 94.6 x 11.2 x 5.1 in.	3 ea of 1-1/4 Coax
Ground space for a pole mounted 24" wide x 22" tall cabinet.			



GENERAL TERMS AND CONDITIONS

(for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites)

Version ID: _____

Version Date: May 25, 2023

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into any Site License Agreement that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted, as used in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

1. DEFINITIONS

The following terms as used in these General Terms and Conditions are defined as follows:

“**Basic Payment**” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“**Basic Payment Commencement Date**” shall have the meaning ascribed to it in the SLA.

“**Building**” means the building or structure on which the Site (or a portion thereof) is located, if applicable.

“**Building Rules**” means, if any, the rules and regulations issued by the owner of the Building, if applicable.

“**Building Use Fees**” means, with respect to any Building, any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any Government Entity with respect to Licensee’s installation and operation of Equipment on, or Licensee’s access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

“**Closeout Documentation**” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“**Crown Castle**” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.4 below.

“**Deed**” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“**Equipment**” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“**Event of Default**” means any material breach of the SLA or these General Terms and Conditions for which no cure period

applies, or any other breach of the SLA or these General Terms and Conditions that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“**FAA**” means the Federal Aviation Administration.

“**FCC**” means the Federal Communications Commission.

“**Government Entity**” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“**Grantor**” means the grantor named in the Deed, if applicable.

“**Initial SLA Term**” means the initial term of the SLA that commences on the Term Commencement Date and continues for the duration specified in the SLA.

“**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.1 below.

“**Intermodulation Study**” means a study to determine whether an RF interference problem may arise.

“**Landlord**” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“**Laws**” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“**Licensed Equipment**” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Licensed Space**” means that portion of the Site that is licensed to Licensee hereunder, which may include space at an elevation on the tower or Building used by other licensees.

“**Licensee**” means the party named as “Licensee” in the SLA and its successors-in-interest.

“**Licensor**” means the party named as “Licensor” in the SLA and its successors-in-interest.

“**Modification**” means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the

ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower or rooftop with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not by itself constitute a "Modification", provided that such replacement does not negatively affect the tower's or rooftop's loading capacity, as determined by Licensor.

"NTP" means a written notice to proceed.

"Order" means the order form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space. The approved Order for Licensee's initial permitted Equipment at the Site is referred to in the SLA.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

"Renewal SLA Term" means each renewal term of the SLA that commences upon the expiration of the immediately preceding term and continues for the duration specified in the SLA.

"RF" means radio frequency.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

"Site" means the property referred to in the SLA, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Site Plan" means the site plan or site sketch attached to the SLA.

"SLA" means the Site License Agreement into which these General Terms and Conditions are incorporated by reference.

"SLA Term" means the term of the SLA, inclusive of the Initial SLA Term and the Renewal SLA Term(s).

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower or rooftop are sufficient to accommodate the proposed tower-mounted or rooftop-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term Commencement Date" shall have the meaning ascribed to it in the SLA.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Up-Front Co-Location Fee" means, with respect to Licensee's initial installation on the Site, the fee payable by Licensee to Licensor in the amount specified in the SLA to defray Licensor's costs associated with those certain items covered by the Up-Front Co-Location Fee as set forth in the SLA, which covered items may include any or all of the following: (a) Crown Castle's submittal or evaluation of the Order, (b) the performance of one (1) Structural Analysis with respect to Licensee's proposed tower-mounted or rooftop-mounted Equipment described in the Order, and/or (c) Crown Castle's inspection of any Work not performed by Crown Castle, if applicable, in relation to the Order. For the avoidance of doubt, the Up-Front Co-Location Fee does not cover the cost of any structural or Site modifications that may be required to accommodate Licensee's Equipment on the Site, or any expenses related to any Modification to Licensee's Equipment or Licensed Space.

"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.4 below.

2. LICENSE, EQUIPMENT, LICENSED SPACE, MODIFICATIONS, NOTICE TO PROCEED, ACCEPTANCE OF SITE

2.1 License to Install, Operate and Maintain the Equipment. The parties acknowledge that the Equipment (or a portion thereof) already installed on the Site may remain in place for the Licensee to operate and maintain.

2.2 Application for Modifications. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA, and the subject Order shall be incorporated into said amendment. Licensor is not obligated to approve Orders for Modifications.

2.3 NTP Required for Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site



shall not commence until (a) an NTP pertaining to such installation or Modification has been issued by Licensor, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance (e.g., Licensee's payment of the subject Up-Front Co-Location Fee specified in the SLA), and (b) such NTP has been fully-executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of the SLA, either party shall have the right to terminate the SLA upon written notice to the other party; provided, however, the foregoing right to terminate the SLA shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.4 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, such Work shall be performed upon terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement.; In the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards, which shall be incorporated into the specifications of any competitive procurement undertaken by Licensee.

2.5 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.4 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work.

2.6 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches the SLA or these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of the SLA or these General Terms and Conditions: (a) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus any costs incurred to assess the impact of the unauthorized installation or Modification; (b) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (c) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification.

2.7 Acceptance of Licensed Space and Site. By executing and delivering the SLA, Licensee: (a) accepts the Licensed Space, Site and Building (if any), including any improvements located thereon, in their "AS IS, WHERE IS" condition, and as suitable for the purposes for which the Licensed Space is licensed to Licensee

hereunder; and (b) waives any claims against Licensor related to defects in the Licensed Space, Site or Building (if any), including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES, EMERGENCY SITUATIONS

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of maintaining, operating and repairing the Equipment (but not for the purpose of making any unauthorized Modification), together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensee acknowledges that the foregoing access rights are subject to any restrictions identified in the underlying real estate interests related to the Site, including, but not limited to, any restrictions identified in the Prime Lease or Building Rules (if any) and subject to and limited by the terms of any underlying easement held by Licensor. Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Site.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access to the Site shall be limited to contractors approved by Licensor, such approval not to be unreasonably withheld, conditioned, or delayed, or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is using appropriate fall prevention protection. In furtherance of and not in limitation of the foregoing, any contractor of Licensee ascending or descending a tower shall be properly trained and securely attached to the tower by means of an OSHA-approved device and shall comply with OSHA regulations. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on Site access are material terms of the SLA and these General Terms and Conditions.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person. If Licensor's Network Operations Center informs Licensee of an existing condition that must be eliminated before Licensee may access the Site or tower, then Licensee may not access the Site or tower, as the case may be, unless and until such condition is eliminated and Licensee is subsequently informed of same.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified in the Order, at the power levels specified in the Order. Licensee shall comply with all permits, directives, Laws, the Installation Standards and the Building Rules (if any).

3.5 **Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (a) require that it be named as co-applicant on any such zoning application or amendment or (b) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to (i) the entire Site, (ii) the owner of the Site, Building or property on which the Site is located, or (iii) any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable and Licensor is providing electricity to Licensee, Licensee shall pay a share of Licensor's electricity costs as reasonably allocated by Licensor. Except as may be otherwise agreed to by Licensor in a separate active written agreement, Licensor shall not be responsible or liable for any disruption or unavailability of any utility at the Site.

3.8 **Emergency Situations.** If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of Licensee's Equipment shall cause substantial risk to human health or property damage as determined by Landlord or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

4. SLA TERM

4.1 **Initial SLA Term.** The Initial SLA Term shall commence on the Term Commencement Date set forth in the SLA and continue for the duration set forth in the SLA.

4.2 **Automatic Term Renewal.** Following the Initial SLA Term, the SLA Term shall automatically extend for the number and duration of Renewal SLA Terms set forth in the SLA, unless Licensee provides Licensor with the required advance written notice of its election not to renew the SLA Term as set forth in the SLA

4.3 **SLA Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of the SLA, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the SLA Term shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION, ASSESSMENTS

5.1 **Payments.** Any payments due hereunder shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

5.2 **Intentionally Omitted.**

5.3 **Reserved.**

6. INTERFERENCE

6.1 **Interference to Licensee's Licensed Operations.** Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("**Subsequent Use**"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee be liable for all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

6.3 **Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any



Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, all other terms of the SLA and these General Terms and Conditions shall continue to apply to such Unlicensed Equipment as relocated and the SLA shall be amended to reflect such relocation.

6.4 **Interference to Building Users.** If the Site is located on a Building, (a) the operation of Licensee's Equipment shall not interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants; (b) Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations; and (c) Licensee shall be liable for all costs, expenses, damages, claims and liability that result from interference caused by Licensee to Landlord or its tenants in the Building.

7. LICENSOR'S RIGHT TO CHANGE LOCATION OF EQUIPMENT

Licensor shall have the right, subject to Licensee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and at Licensor's sole cost and expense, to change the location of the Equipment on the Site (including relocation of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section 7, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site, the Building (if any) and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days

after Licensee receives written notice from any party that the lien has been filed.

10. LIABILITY

Licensee shall be liable for its acts and the acts and omissions of its employees, agents and contractors, to the extent permitted by law. However, nothing in this Agreement or any act of the parties shall be deemed or construed by the parties or any third-party to create a relationship of principal and agent, joint venture, or business affiliation, or as a waiver of Licensee's sovereign immunity.

11. INSURANCE

11.1 **General.** Licensee shall provide Licensor with proof of its commercial general liability insurance covering its occupancy and use of Sites.

11.2 **Contractors.** Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

11.3 **Increases to and Application of Limits.** Reserved.

11.4 **Policies and Certificates.** Licensee shall provide certificates of insurance evidencing coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

11.5 **Self-Insurance.** Notwithstanding the foregoing, it is acknowledged and agreed that Licensee (for itself alone) shall be entitled to self-insure for all or a portion of Licensor's standard required coverages and insurance requirements in accordance with Licensee's customary and usual practice. Licensee agrees to provide to Licensor its standard form of letter confirming Licensee's responsibility for claims and liability with value up to the amount of Licensee's self-insured retention, and, if applicable, the existence of Licensee's excess liability insurance coverage above such amount sufficient to meet the insurance coverage requirements hereunder. Such self-insurance shall respond in the same manner that the required insurance policies would have if the Licensee had purchased insurance in the standard insurance market.

12. CASUALTY, CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, and the Site is not repaired or restored within ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, or within one hundred and eighty (180) days from date of destruction, if the Site is destroyed, and the damage or destruction effectively precludes Licensee's use of the Site as authorized under the applicable SLA, then either party may, at its option, terminate the SLA without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted or (b) the aforementioned contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event



shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty for the purposes of the SLA.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

13.1 **Events of Default.** Each of the following shall constitute an Event of Default hereunder: (a) Licensee’s failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b) Licensee’s engagement of a contractor in violation of the requirements of Section 2.4 above; (c) Licensee’s breach of these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.6 above; (d) Licensee’s violation of the Site or tower access limitations in Section 3 above; (e) Licensee’s failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (f) either party’s failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party’s request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

13.2 **Remedies.** In the Event of Default by Licensee, upon Licensor’s demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth in Section 19.3 below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law.

13.3 **Waiver of Consequential Damages.** Except as otherwise provided in Section 2.6 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Order attached to the SLA or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor’s prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW

The Laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern the SLA inclusive of these General Terms and Conditions.

16. ASSIGNMENT, SUBLEASE, SHARING

This SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor’s sole discretion. Licensor’s consent to any such assignment, and Licensee’s and the assignee’s representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in the SLA inclusive of these Terms and Conditions either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the notice addresses set forth in the SLA. Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that the obligations of the parties under this SLA is subject and subordinate to the Prime Lease or Deed for the Site

19. TERMINATION

19.1 **Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licensor’s permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 **Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, the SLA shall terminate effective as of the termination of the Prime Lease.

19.3 **Termination in the Event of Default.** In the Event of Default by either party (the “defaulting party”), the other party (the “non-defaulting party”) may terminate the SLA by providing written notice of such termination to the defaulting party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party’s failure to cure such breach within the stipulated cure period. The non-defaulting party’s right to terminate the SLA pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under these General Terms and Conditions.

20. NO WAIVER

No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of the SLA or these General Terms and Conditions or any portion thereof, except to such party's auditor, accountant, lender or attorney, to such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of the SLA or these General Terms and Conditions to any of its affiliated entities, and Licensor may disclose the terms of the SLA or these General Terms and Conditions (or relevant portions thereof) to (a) Landlord, if a Prime Lease applies to the Site, (b) the manager of the Building (if applicable), (c) any of Licensor's lenders or creditors, or (d) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Defined Terms.** The following terms as used in this Section 22 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

22.2 **Subordination.** Subject to Section 22.3, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to: (a) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (b) any and all advances to be made thereunder; and (c) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of the SLA.

22.3 **Non-Disturbance.** The subordination described in Section 22.2 is conditioned upon the agreement by Lender that, so long as the SLA is in full force and effect and Licensee is not in

material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.4 **Liability of Parties.** Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclosure, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

22.5 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of the SLA, then:

- (a) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (b) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (i) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of the SLA,
 - (ii) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property



remaining at the Site after the expiration or termination of the SLA, and

- (iii) to the extent allowed by law, Licensee shall be liable for all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (c) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:
 - (i) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
 - (ii) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under the SLA, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
 - (iii) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.

GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED OPTION AND LEASE AGREEMENT (the "Agreement") is made effective as of the last date of execution set forth below ("Effective Date"), by and between **CITY OF PANAMA CITY BEACH**, a Florida municipal corporation ("Lessor") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Option and Lease Agreement dated August 13, 1998 (as amended or assigned, the "**Original Agreement**"), a short form of which was recorded in O.R. Book 1871, Page 2046 in the Public Records of Bay County, Florida, as amended by that certain First Amendment to Option and Lease Agreement dated September 14, 2006, a memorandum of which was recorded in O.R. Book 2850, Page 1908 in the Public Records of Bay County, Florida; and

WHEREAS, Lessor and Lessee desire to amend and restate the Original Agreement, in its entirety and the Original Agreement shall be of no further force or effect.

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions.

1. **Termination of Original Lease.** Lessor and Lessee acknowledge and agree that as of the Effective Date, the terms of the Original Agreement shall be of no further force or effect and that from and after Effective Date the Original Agreement is and shall be superseded and replaced with this Agreement, for all purposes.

2. **Description of Property.** Lessor is the owner of certain real property located in Bay County, Florida. A description of said property is attached hereto as Exhibit "A" (hereinafter "Lessor's Property").

3. **Lease of Premises and Permitted Use.** Lessor hereby leases to Lessee a 2,500 square foot portion of Lessor's Property, as further described on Exhibit "B" (the "Leased Premises"), for the purpose of (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment ("Improvements") and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Lessee's use and the use of its sublessees, licensees, and invitees (collectively the "Permitted Use"). It is the intent of the parties that Lessee's Improvements shall not constitute a fixture.

4. **Easements.** Lessor hereby grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) a temporary, for use from time to time, easement over a thirty foot wide portion of Lessor's Property for the construction, repair, maintenance, replacement, demolition and removal of the facility located or to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals (as defined in Section 7); (iii) a twenty foot (20') wide easement described and shown on Exhibit "B", for ingress, egress and construction purposes including without limitation staging, storing and parking of equipment, vehicles, cranes and related materials, seven (7) days per week, twenty-four (24) hours per day, to extend from the nearest public right-of-way to the Leased Premises, including the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes therein; and (iv) a utility easement (the "Utility Easement") as shown and described on Exhibit "B", for the installation, repair, replacement and maintenance of utility wires, poles, fiber, cables, conduits and pipes (collectively, the "Easements"). The Easements shall remain in effect during the Lease Term and thereafter for a one hundred twenty (120) days for Lessee to remove its improvements.

5. **Term.** The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date ("Initial Term"). This Agreement will be automatically renewed for five (5) additional terms (each a "Renewal Term") of five (5) years each (the Initial Term and any exercised Renewal Terms being referred to as the "Lease Term") unless terminated pursuant to the provisions set forth herein.

6. **Rent.** As consideration for Lessor entering into this Agreement, commencing on the first day of the first full month following the complete execution of this Agreement (the "Rent Commencement Date"), Lessee shall pay Lessor Eighteen Thousand Dollars (\$18,000.00) per year, to be paid in equal monthly installments of **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)** (the "Rent"). At the commencement of each Renewal Term, the Rent shall increase by fifteen percent (15%) over the Rent due in the immediately preceding lease year. Until the Rent Commencement Date, the rent payable pursuant to the Original Agreement shall continue to be paid.

7. **Revenue Share.** With respect to each sublease, license or other grant of occupancy or use of any part of the Leased Premises by Lessee to a Broadband Tenant (as defined herein) (each a "Sublease"), Tenant shall pay to Lessor Five Hundred and

No/100 Dollars (\$500.00) per month (the "Sublease Fee"). The first payment of the Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Sublease, and each subsequent payment shall be due on the first day of each month thereafter. If any Sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay a Sublease Fee for such Sublease. Notwithstanding anything in this paragraph to the contrary, the Sublease Fee shall be payable only with respect to Subleases to the second and each subsequent subtenant or licensee. For clarity, if there is only one subtenant or licensee with a Sublease, no Sublease Fee shall be due. As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers. Lessee shall provide written notice to Lessor within thirty days after the effective date of any Sublease executed after the date hereof.

8. **Site License.** In addition to the Rent, as additional consideration for this Lease and the estate to be enjoyed by Lessee, Lessor shall have the right, upon execution of Lessee's standard form of Site License Agreement, but for zero dollars in rent, to install Lessor's transmitting equipment as described on Exhibit "C" at the 190' level and the 170' level on the tower, together with reasonable ground space for associated equipment.

9. **Lessor's Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

10. **Hazardous Materials.**

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not intentionally or negligently cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

11. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount

not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and windstorm coverage in such amounts deemed desirable by Lessee, and shall name Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

12. Removal of Obstructions. Lessee has the right to remove vegetation from Lessor's Property, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee may request Lessor's removal or relocation of other obstructions which interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements, for which Lessor's consent will depend on the extent to which the obstruction is material to Lessor's prior obligation to conduct its public utility and public safety operations on the Property.

13. Right of First Refusal. If Lessor receives an offer that it intends to accept from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor's interest in the Agreement to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, any or all of Lessor's interest in the Agreement including the rent or revenue derived therefrom, whether separately or as a part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor's property or any other interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"), and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Leased Premises. If Lessor's Notice covers portions of Lessor's parent tract which includes the Leased Premises, Lessee may elect to acquire an interest in only the Leased Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to Lessee's parent company or any affiliate or subsidiary of Lessee, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's Notice and the assignment shall be effective upon written notice to Lessor.

14. Real Estate Taxes. Lessor's property is currently exempt from the requirement to pay real estate taxes. Lessee shall make any necessary returns and pay any and all taxes arising from Lessee's use of the Property or Lessee's Improvements upon it. In the event that Lessor's Property is ever subject to real estate taxes, Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, including any required documentation, within one (1) year after the date such taxes became due.

15. Reserved.

16. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. In the event that Lessee is in default beyond the applicable periods set forth above, Lessor shall have the right to injunctive relief, to require specific performance of this Agreement; to pursue an action for damages available at law; and, to terminate this Agreement upon written notice to Lessee.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; perform the obligation(s) of Lessor specified in such notice, and set-off from Rent any amount reasonably expended by Lessee as a result of such default.

17. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Notwithstanding anything herein to the contrary, this Agreement may be terminated by Lessee on three hundred sixty five (365) days prior written notice to Lessor pursuant to Section 23 of this Agreement if Lessee determines that the Premises are no longer suitable to accommodate changes in the technology, design and/or Lessee's performance standards necessary for the efficient operation of Lessee's communications facilities.

18. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

19. **Hold Harmless.** Lessee shall indemnify and hold the Lessor harmless from, any claim of liability or loss from personal injury or property damage arising to Lessor's surrounding Property from the use and occupancy of the Leased Premises or Lessor's Property by Lessee, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of Lessee, its employees, contractors, servants or agents.

20. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

21. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. In the event there is interference due to Lessor's actions or usage, Lessor shall take reasonable steps to eliminate or reduce the interference, subject to Lessor's prior obligation to conduct its public utility and public safety operations on the Lessor's Property. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

22. **Eminent Domain.** If Lessor receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or Easements are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain (a "Taking"), Lessor will notify Lessee of the proposed Taking within five (5) business days of receiving said notice. If the Taking affects any portion of the Leased Premises or Easements that is less than the entire Leased Premises and Easements (a "Partial Taking"), then Lessee will have the option to either (i) declare the Agreement null and void, effective as of the date of Taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. In the event of a Partial Taking, the parties shall enter into any amendment of the Agreement made necessary as a result of the Partial Taking. With respect to any Taking each party shall have the right to contest the Taking and directly pursue an award for their respective interests.

23. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

24. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

With a copy to:
Hand Arendall Harrison Sale, LLC
Attn: Amy E. Myers
16901 Panama City Beach Parkway, Suite 200
Panama City Beach, FL 32413

Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 813742
Cell Site Name: 340-117-E (City of Pana BRA365)
Fixed Asset No. 10016349
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, Georgia 30319

and to:

AT&T Legal Department -- Network
Attention: Network Counsel
Re: Fixed Asset No. 10016349
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

Crown Castle South LLC
Attn: Legal - Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317-8564

25. **Assignment, Sublease, Licensing and Encumbrance.** This Agreement may be sold, assigned or transferred to Lessee's parent company or any affiliate or subsidiary of Lessee or its parent company, to any entity with or into which Lessee is merged or consolidated, or to any entity resulting from a reorganization of Lessee or its parent company. Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of Lessor, which consent will not be unreasonably withheld. Lessee may sublease or license use of the Leased Premises, Easements and Improvements, but will provide notice to Lessor of the sublease.

26. **Inspections.** Lessee shall have the tower structure located on the Leased Premises inspected on an annual basis by a structural engineering firm and shall forward a copy of the resulting report to Lessor within thirty (30) days after Lessee's receipt thereof.

27. **Reserved.**

28. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

29. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within one hundred twenty (120) days following such expiration or termination, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading. Notwithstanding the foregoing, upon expiration of this Lease by lapse of time or otherwise, Lessee shall, at Lessor's option, convey and set over to Lessor in consideration of the sum of One Dollar (\$1.00) the tower structure, together with all fixtures and appurtenances necessary or incidental to the maintenance thereof, but excluding Lessee's antennas, transmission lines and base equipment, which Lessee shall remove. Such conveyance shall be "as is-where is" with no warranty.

30. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

31. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's property now or hereafter located on the Leased Premises.

32. **Miscellaneous.**

(A) Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

(B) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(C) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(D) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

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


(F) IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

CITY OF PANAMA CITY BEACH,
a Florida municipal corporation

By:  (SEAL)
Name: Holly J. WHITE
Its: ACTING CITY MANAGER

STATE OF Florida)
)
Bay COUNTY)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of December, 2023, by Holly White, the Acting City Manager of CITY OF PANAMA CITY BEACH, a Florida municipal corporation, who executed the foregoing Amended and Restated Option and Lease Agreement on behalf of the said municipal corporation. ~~He~~She is personally known to me or has produced _____ as identification.

Given under my hand this 15th day of December, 2023.

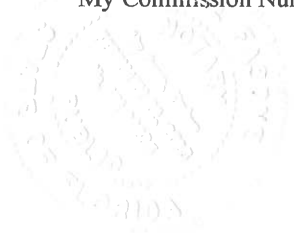
Notary Public


Printed Name



Lynne Fasone
Notary Public
State of Florida
Comm# HH096235
Expires 2/22/2025

My Commission Expires: _____
My Commission Number: _____



LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: **CROWN CASTLE SOUTH LLC,**
a Delaware limited liability company
Its: Attorney-in-Fact

By: _____ (SEAL)
Name: Matthew Norwood
Its: Dir Nat'l RE Ops

STATE OF Texas)
Harris COUNTY)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of December, 2023 by Matthew Norwood, as Dir. Nat'l RE ops of **CROWN CASTLE SOUTH LLC**, Attorney-in-Fact for **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, who executed the foregoing Amended and Restated Option and Lease Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 7 day of December, 2023

Notary Public

Nicole Arlette Benton

Printed Name Nicole Arlette Benton

My Commission Expires: _____
My Commission Number: _____

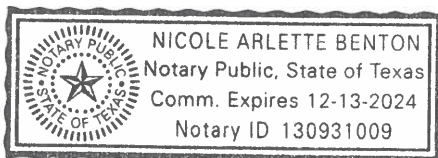


EXHIBIT "A"

[Legal Description of Lessor's Property]

**PARENT PARCEL
(OFFICIAL RECORD BOOK 256, PAGE 865)
PARCEL ONE**

BEGINNING AT THE SE CORNER OF THE NW 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND THENCE RUNNING SOUTH 89 DEGREES 45 MINUTES WEST ALONG THE SOUTH SIDE OF SAID NW 1/4 27.6 FEET; THENCE RUNNING NORTH 00 DEGREES 19 MINUTES WEST, 1045.24 FEET; THENCE RUNNING NORTH 89 DEGREES 41 MINUTES EAST, 25 FEET TO THE STARTING POINT; THENCE RUNNING AND CONTINUING NORTH 89 DEGREES 41 MINUTES EAST, 1175 FEET; THENCE RUNNING NORTH 00 DEGREES 19 MINUTES WEST, 645 FEET; THENCE RUNNING SOUTH 89 DEGREES 41 MINUTES WEST, 1175 FEET; THENCE RUNNING SOUTH 00 DEGREES 19 MINUTES EAST 645 FEET TO THE STARTING POINT. SAID LAND BEING IN THE SW 1/4 OF THE NE 1/4, NE 1/4 OF THE NE 1/4, NE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST AND CONTAINING 17.398 ACRES.

**(OFFICIAL RECORD BOOK 2019, PAGE 243)
PARCEL 1**

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. THENCE RUN SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 25.05 FEET; THENCE LEAVING THE SOUTH LINE OF SAID NORTHWEST QUARTER RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1049.84 FEET; THENCE RUN NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1175.00 FEET; THENCE RUN SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 520.00 FEET; THENCE RUN SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1175.00 FEET; THENCE RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. THENCE RUN SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 25.05 FEET TO THE CENTERLINE OF GULF BOULEVARD; THENCE RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 1413.50 FEET; THENCE, LEAVING SAID CENTERLINE, RUN SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 35.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID GULF BOULEVARD FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 304.92 FEET; THENCE RUN SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 432.94 FEET; THENCE RUN SOUTH 54 DEGREES 47 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 374.63 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 650.58 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, AND HAVING AN AREA OF 165,193.01 SQUARE FEET, R 3.792 ACRES MORE OR LESS.

EXHIBIT "B"

Leased Premises:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST FOR 50.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 57 SECONDS EAST FOR 50.00 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 17 SECONDS EAST FOR 50.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 57 SECONDS WEST FOR 50.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET, MORE OR LESS.

Together with the following ingress, egress and utility easement:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO SOUTHWEST CORNER OF A 50 FOOT X 50 FOOT TOWER PARCEL; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 00 DEGREES 19 MINUTES 03 SECONDS WEST FOR 10.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 57 SECONDS WEST FOR 47.10 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 03 SECONDS WEST FOR 82.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST FOR 15.25 FEET TO AN INTERSECTION WITH SAID EAST RIGHT OF WAY LINE, SAID WESTERLY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 3,087 SQUARE FEET, MORE OR LESS.

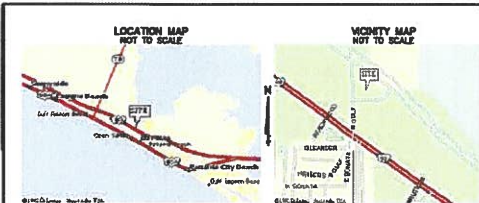
And the following utility easement:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO SOUTHWEST CORNER OF A 50 FOOT X 50 FOOT TOWER PARCEL; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 42.24 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 88 DEGREES 27 MINUTES 43 SECONDS WEST FOR 6.59 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 15 SECONDS WEST FOR 49.65 FEET TO AN INTERSECTION WITH SAID EAST RIGHT OF WAY LINE, SAID WESTERLY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 281 SQUARE FEET, MORE OR LESS.

All as generally shown on the following page:

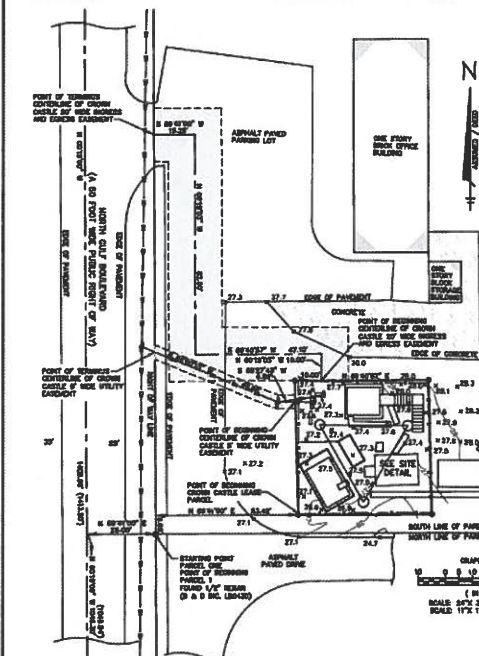


PROPERTY DESCRIPTIONS
 PART 1
 OFFICIAL RECORD BOOK 25A, PAGE 243
 PART 2
 OFFICIAL RECORD BOOK 25A, PAGE 243

BOUNDARY AND TOPOGRAPHIC SURVEY

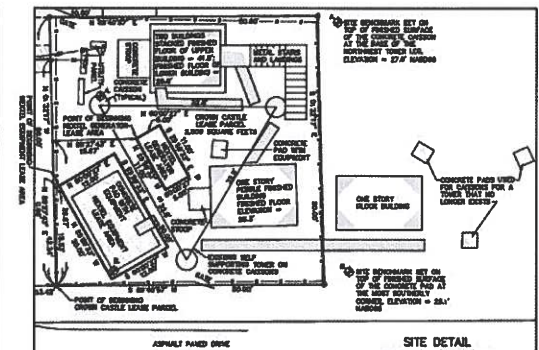
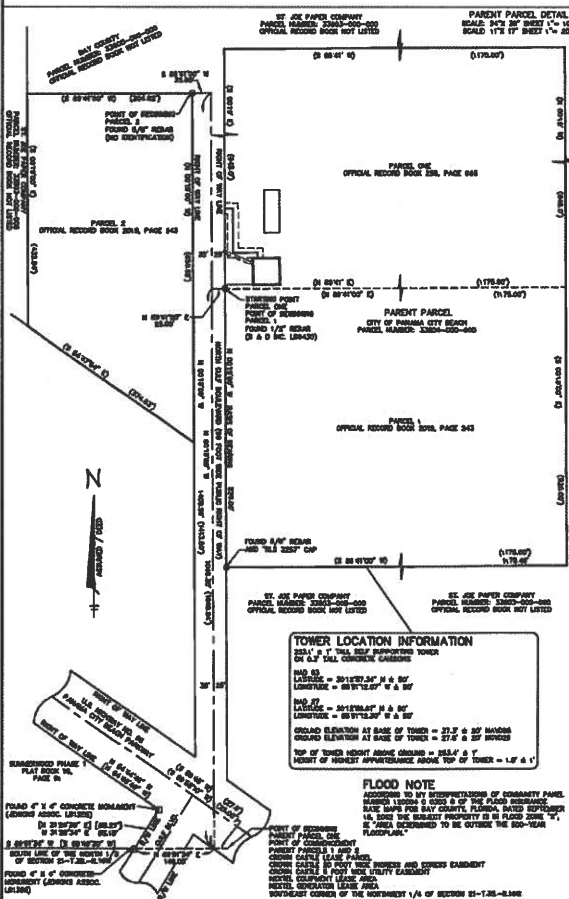
IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA
 FOR: CROWN CASTLE LEASA

PROPERTY DESCRIPTIONS
 CROWN CASTLE SITE BU #013742
 (PREPARED BY THIS OFFICE)



PROPERTY DESCRIPTIONS
 PART 1
 OFFICIAL RECORD BOOK 25A, PAGE 243
 PART 2
 OFFICIAL RECORD BOOK 25A, PAGE 243

PROPERTY DESCRIPTIONS
 CROWN CASTLE SITE BU #013742
 (PREPARED BY THIS OFFICE)



PROPERTY DESCRIPTIONS
 TOWER LOCATION INFORMATION
 (PREPARED BY THIS OFFICE)

SURVEYOR'S NOTES
 1. SURVEYOR HAS REFERENCED TO THE ADJACENT RECORDS...
 2. THE SURVEY AND TOPOGRAPHIC SURVEY SHOWN HEREIN IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS MADE APRIL 16, 2025.
 3. THE INFORMATION OF THIS SURVEY HAS NOT BEEN SETOFF BY THE SURVEYOR AND THE ORIGINAL PLANNED SET-OUT OF A FLORIDA LICENSED SURVEYOR IS REQUIRED FOR ANY SET-OUT.
 4. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DEFINE A LEASE, PAVEMENT, AND ASSOCIATED UTILITIES. THIS IS NOT A WARRANTY SURVEY OF THE PROPERTY.
 5. ELEVATIONS AND CORNER VALUES REFERENCED HEREIN WERE OBTAINED FROM THE SURVEYOR'S FIELD BOOKS AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE SURVEYOR'S CONSENT.
 6. ELEVATIONS REFERENCED HEREIN ARE BASED UPON ONE CORNER POINT WHICH IS A BENCHMARK ESTABLISHED BY THE SURVEYOR AND IS LOCATED AT THE CORNER OF THE PARENT PARCEL.
 7. ELEVATIONS REFERENCED HEREIN ARE BASED UPON ONE CORNER POINT WHICH IS A BENCHMARK ESTABLISHED BY THE SURVEYOR AND IS LOCATED AT THE CORNER OF THE PARENT PARCEL.
 8. ELEVATIONS REFERENCED HEREIN ARE BASED UPON ONE CORNER POINT WHICH IS A BENCHMARK ESTABLISHED BY THE SURVEYOR AND IS LOCATED AT THE CORNER OF THE PARENT PARCEL.

LEGEND

- BENCHMARK
- SURVEY POINT
- PROPERTY CORNER
- OVERHEAD UTILITY LINE
- UNDERGROUND UTILITY LINE
- RECORD RECORD OCCUPATION DATA
- RECORD RECORD PLAT DATA
- RECORD RECORD OF SURVEY
- RECORD RECORD SPOT ELEVATION
- RECORD RECORD WIRE BASE SHED

PROFESSORIAL AND REGISTERED SURVEYORS
GEO LINE SURVEYING, INC.
 13408 SW 140th Street, Suite A
 Miami, Florida 33186
 (305) 444-1111
 www.geolineinc.com

CROWN CASTLE SITE BU # 013742
 CITY OF PANAMA CITY BEACH SITE, BAY COUNTY, FLORIDA
 SHEET # 250-04 08/17/25 1 OF 1

EXHIBIT "C"

Antennae Type	Mounting Height	Approximate Antennae Dimensions	Number of Feed Lines
PCB Lift Station Telemetry:			
DB420-B	190'	233 in.	1-1/4" Coax
DB420-B	190'	233 in.	1-1/4" Coax
DB404-B	190'	60 in.	1-1/4" Coax
DB404-B	190'	60 in.	1-1/4" Coax
PCB Automatic Meter Reading:			
A 3-panel array consisting of:			
3 Each of: WPA-70063-8CF-EDIN-X in a sectorized arrangement	170'	Each 3 Ea 94.6 x 11.2 x 5.1 in.	3 ea of 1-1/4 Coax
Ground space for a pole mounted 24" wide x 22" tall cabinet.			

This Instrument Prepared By:
John R. "B.J." Ibach, Esq.
Burr & Forman LLP
Bank of America Tower
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, Texas 77024
Attention: CCRE Department

STATE OF FLORIDA)

COUNTY OF BAY)

Cross Reference to:
O.R. Book 1871, Page 2046
O.R. Book 2850, Page 1908
Bay County, Florida Records

**MEMORANDUM OF
AMENDED AND RESTATED GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "**Memorandum**") is made and entered into effective as of the last date of execution shown below, by and between **CITY OF PANAMA CITY BEACH**, a Florida municipal corporation, having a mailing address of 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 ("**Lessor**"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 813742, Cell Site Name: 340-117-E (City of Pana BRA365), Fixed Asset No: 10016349, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319) ("**Lessee**").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to that certain Option and Lease Agreement dated August 13, 1998 (as amended or assigned, the "**Original Agreement**"), a short form of which was recorded in O.R. Book 1871, Page 2046 in the Public Records of Bay County, Florida, as amended by that certain First Amendment to Option and Lease Agreement dated September 14, 2006, a memorandum of which was recorded in O.R. Book 2850, Page 1908 in the Public Records of Bay County, Florida;

WHEREAS, as of the date hereof the parties have amended and restated the Original Agreement in its entirety pursuant to that certain amended and restated Ground Lease Agreement dated contemporaneously herewith (the "**Agreement**") and desire to acknowledge, confirm and make record of the Agreement.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Agreement:

Lessor: City of Panama City Beach, having a mailing address of 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

Lessee: New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 813742, Cell Site Name: 340-117-E (City of Pana BRA365), Fixed Asset No: 10016349, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319.

Leased Premises: The real property leased by Lessor to Lessee, together with easements for ingress, egress and utilities thereto, is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of five (5) years beginning as of the date hereof.

Right to Extend or Renew: Lessee has five (5) options to extend the Agreement for successive periods of five (5) years each on the terms and conditions set forth in the Agreement.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amended and Restated Ground Lease Agreement on the day and year first written above.

LESSOR:

CITY OF PANAMA CITY BEACH,
a Florida municipal corporation

By: *Holly White* (SEAL)
Name: HOLLY WHITE
Its: ACTING CITY MANAGER

STATE OF Florida)

COUNTY OF Bay)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of December, 2023 by Holly White, the Acting City Manager of CITY OF PANAMA CITY BEACH, a Florida municipal corporation, who executed the foregoing instrument on behalf of the said municipal corporation. He She is personally known to me, or ~~has produced~~ as identification.

Given under my hand this 20th day of December, 2023

Lynne Fasone
Notary Public

Lynne Fasone
Printed Name



Lynne Fasone
Notary Public
State of Florida
Comm# HH096235
Expires 2/22/2025



My Commission Expires: _____
My Commission Number: _____

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: **CROWN CASTLE SOUTH LLC,**
a Delaware limited liability company
Its: Attorney-in-Fact

By: _____ (SEAL)
Name: Matthew Norwood
Its: Dir Nat'l RE Ops

STATE OF Texas)
))
Harris COUNTY))

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of December, 2023 by Matthew Norwood, as Dir. Nat'l RE Ops of **CROWN CASTLE SOUTH LLC**, Attorney-in-Fact for **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, who executed the foregoing instrument on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 7 day of December, 2023

Nicole Arlette Benton

Notary Public
Nicole Arlette Benton

Printed Name

My Commission Expires: _____
My Commission Number: _____

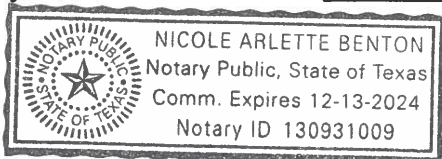


EXHIBIT "A"

Leased Premises:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST FOR 50.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 57 SECONDS EAST FOR 50.00 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 17 SECONDS EAST FOR 50.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 57 SECONDS WEST FOR 50.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET, MORE OR LESS.

Together with the following ingress, egress and utility easement:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO SOUTHWEST CORNER OF A 50 FOOT X 50 FOOT TOWER PARCEL; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 89 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 00 DEGREES 19 MINUTES 03 SECONDS WEST FOR 10.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 57 SECONDS WEST FOR 47.10 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 03 SECONDS WEST FOR 82.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST FOR 15.25 FEET TO AN INTERSECTION WITH SAID EAST RIGHT OF WAY LINE, SAID WESTERLY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 3,087 SQUARE FEET, MORE OR LESS.

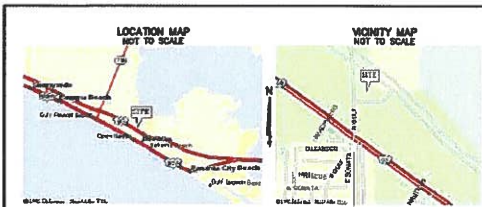
And the following utility easement:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 FOR 25.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF GULF BOULEVARD (60 FOOT WIDE RIGHT OF WAY LYING 35 FEET WESTERLY AND 25 FEET EASTERLY OF SAID CENTERLINE); THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID CENTERLINE FOR 1046.30 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE "CITY OF PANAMA CITY BEACH PARCEL" AS PER DESCRIPTION OF PARCEL ONE RECORDED IN OFFICIAL RECORD BOOK 256, PAGE 665 OF THE PUBLIC RECORDS OF SAID BAY COUNTY; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION FOR 25.00 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID GULF BOULEVARD AND THE SOUTHWEST CORNER OF SAID "CITY OF PANAMA CITY BEACH PARCEL"; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF SAID "CITY OF PANAMA CITY BEACH PARCEL" FOR 6.89 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST FOR 53.42 FEET TO SOUTHWEST CORNER OF A 50 FOOT X 50 FOOT TOWER PARCEL; THENCE NORTH 01 DEGREES 32 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 42.24 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 88 DEGREES 27 MINUTES 43 SECONDS WEST FOR 6.59 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 15 SECONDS WEST FOR 49.65 FEET TO AN INTERSECTION WITH SAID EAST RIGHT OF WAY LINE, SAID WESTERLY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 281 SQUARE FEET, MORE OR LESS.

All as generally shown on the following page:



PROPERTY DESCRIPTIONS

PARENT PARCEL
 (OFFICIAL RECORD BOOK 288, PAGE 605)
 PARCEL ONE

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY AND TOPOGRAPHIC SURVEY
 IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST,
 BAY COUNTY, FLORIDA, USA
 FOR: CROWN CASTLE USA

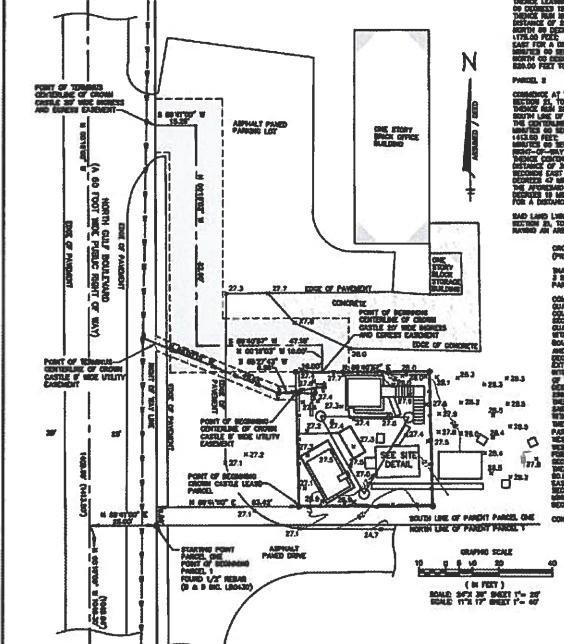
PROPERTY DESCRIPTIONS

CREW CASTLE AS FOOT SIDE WOODS AND OTHER EASEMENT
 (PREPARED BY THIS OFFICE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, LIES WITHIN 40 FEET OF A CORNER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



CREW CASTLE LEASE PARCEL
 (PREPARED BY THIS OFFICE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

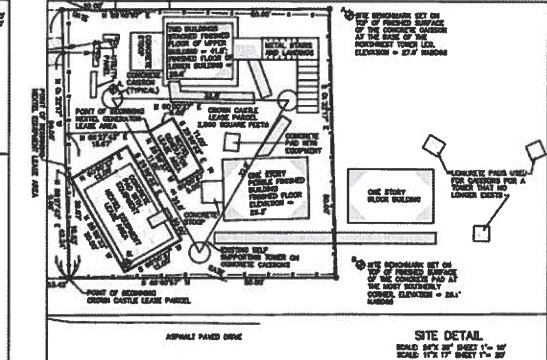
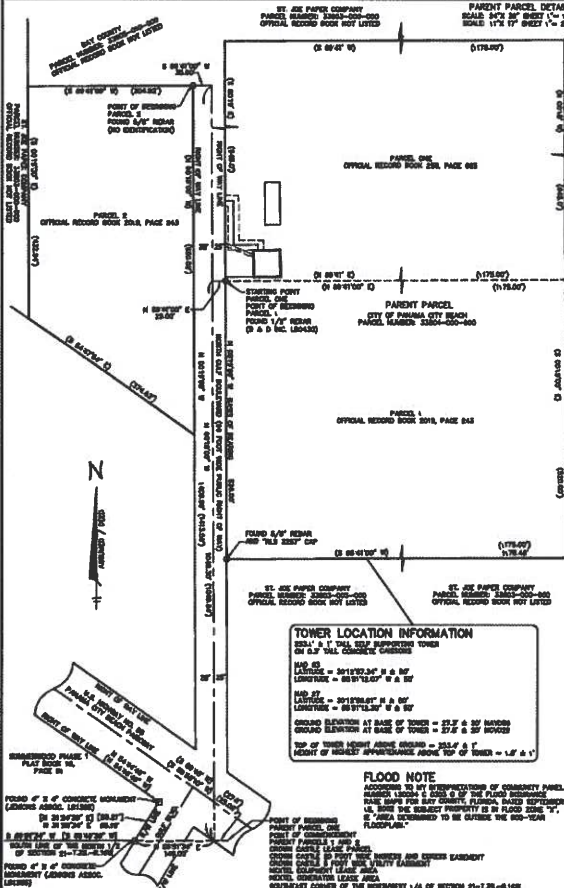
BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECREATION LEASE AREA
 (PREPARED BY THIS OFFICE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



PROPERTY DESCRIPTIONS

RECREATION LEASE AREA
 (PREPARED BY THIS OFFICE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AS THE SE CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEYOR'S NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY DATA WERE OBTAINED FROM THE ASSESSOR'S MAPS AND FIELD MEASUREMENTS AND OBSERVATIONS DATED 05/11/2010.
- NO ADJACENT OWNERS OR NEIGHBORS WERE INTERVIEWED OR NOTICED BY THE SURVEYOR.
- THE BOUNDARY AND TOPOGRAPHIC SURVEY DATA WERE OBTAINED FROM THE ASSESSOR'S MAPS AND FIELD MEASUREMENTS AND OBSERVATIONS DATED 05/11/2010.
- REPRODUCTION OF THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A LICENSED SURVEYOR.
- THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND CONFIRM A LEGAL BOUNDARY AND ASSOCIATED EASEMENTS FOR A FOOT SIDE WOODS AND OTHER EASEMENT SURVEY OF THE PARENT PARCEL.
- EXISTING AND PROPOSED BUILDINGS, UTILITIES, AND OTHER FEATURES WERE LOCATED AND SHOWN ON THE SURVEY MAPS.
- ELEVATIONS REPORTED WERE BASED UPON GPS COORDINATES WITH AN ADJUSTED 'LEAST SQUARES' METHOD THAT WERE FIELD MEASURED AND DATA PLOTS AND WERE AS ACCURATE AS 0.3 FEET.

LEGEND

- RECREATION LEASE AREA
- CREW CASTLE LEASE PARCEL
- RECREATION LEASE AREA
- CREW CASTLE LEASE PARCEL
- RECREATION LEASE AREA
- CREW CASTLE LEASE PARCEL
- RECREATION LEASE AREA
- CREW CASTLE LEASE PARCEL

GEOLINE SURVEYING, INC.
 10000 N. GULF BLVD., SUITE 100
 PANAMA CITY, FLORIDA 32377
 (904) 992-1111
 www.geoline-surveying.com

CROWN CASTLE SITE BU # 819742
 CITY OF PANAMA CITY BEACHES, BAY COUNTY, FLORIDA