

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/31/2020

Contract/Lease Control #: L01-209-WS

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: VERIZON WIRELESS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/12/2001

Expiration Date: 07/04/2045

Description of COMMUNICATIONS TOWER-VZW-SHALIMAR

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921  
[www.vzw.com/realestate](http://www.vzw.com/realestate)

CONTRACT#: L01-0209-WS  
VERIZON WIRELESS  
COMMUNICATIONS TOWER-VZW SHALIMAR  
EXPIRES: 07/04/2045

Via FedEx: 770107948930

March 26, 2020

Board and County Commissioners of Okaloosa County Florida  
1804 Lewis Turner Boulevard, Suite 100  
Ft. Walton Beach, FL 32547

Re: NOTICE TO RENEW: Agreement And Lease dated May 2, 1995, by and between Board of County Commissioners of Okaloosa County, Florida and Verizon Wireless (or the parties' predecessors-in-interest) for the use of the property identified below (the "Agreement").

To Whom It May Concern:

This letter serves as notification that Verizon Wireless is exercising its right to extend the Agreement for an additional term, which term shall commence on July 5, 2020 and continue through July 4, 2045.

Should you have any questions regarding this notice please call Network Real Estate at 866-862-4404.

Sincerely,

Sarah Sztuk  
Real Estate Specialist- Network Real Estate

VZW Site Name: Shalimar  
Contract #: 85173  
Property Address: 1250 Eglin Parkway, Shalimar, FL

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/14/2003

Contract/Lease Control #: L01-0209-WS25-12

Bid #: N/A Contract/Lease Type: REVENUE

Award To/Lessee: ALLTEL COMMUNICATIONS

Lessor: OKALOOSA COUNTY

Effective Date: 3/12/2001 \$25.00

Term: EXPIRES 5/1/2020

Description of Contract/Lease: COMMUNICATIONS TOWER, REPLACES LEASE #76-CENDEL MERGED WITH ALLTEL COMMUNICATIONS

Department Manager: WATER & SEWER

Department Monitor: C. EVANS

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

Date Closed: \_\_\_\_\_



**AMERICAN TOWER**  
CORPORATION

March 02, 2015

Board of Cty Comm. of Okaloosa Cty, Fl  
1804 Lewis Turner Blvd, Ste. 100  
Ft. Walton Beach, FL 32547

Re: Notice of and consent to sublease of Ground Lease 85173 ("Ground Lease") and subsequent leaseback of a portion of Site 229025, located at 1250 Eglin Parkway, Shalimar, FL 32579 (the "Site")

Dear Board of Cty Comm. of Okaloosa Cty, Fl:

On February 5, 2015, Verizon Communications Inc. ("Verizon") entered into an agreement ("Agreement") with American Tower Corporation ("American Tower") regarding a portion of Verizon's tower portfolio (the "Portfolio"), including the right for American Tower to manage and operate the Portfolio. Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

American Tower and Verizon expect the initial transactions contemplated under the Agreement ("Transaction") to close on or before May 1, 2015. As part of the Transaction, Verizon's affiliate party to the Ground Lease will: (i) sublease the Ground Lease to American Tower or one of its affiliates and (ii) leaseback a portion of the Site from American Tower or one of its affiliates and retain certain rights to continue using such portion of the Site (such sublease and leaseback hereinafter referred to as the "Ground Lease Sublease and Leaseback").

The purpose of this letter is to provide notice of and request your consent to the Ground Lease Sublease and Leaseback. Please sign below and return this letter to us in the enclosed self-addressed pre-paid envelope. Thank you for your cooperation and prompt attention to this matter. If you have any questions, please call 877-362-1658 or send an email to [land@AmericanTower.com](mailto:land@AmericanTower.com).

Sincerely,

Justine D. Paul

**LEASE # L01-0209-WS  
ALLTEL VERIZON WIRELESS  
COMMUNICATION TOWER XFER FM #L76  
EXPIRES: 05/01/2020**

ATC Site Number: 419425  
ATC Lease Number: VZL85173  
VZ Site Number: 229025  
VZLease Number: 85173



**AMERICANTOWER**  
CORPORATION

The undersigned consents to the Ground Lease Sublease and Leaseback as set forth above. Board of County Commissioner of Okaloosa County, Fl.

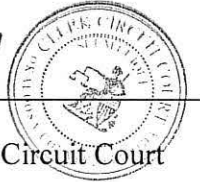
BOARD OF COUNTY COMMISSIONERS CLERK  
OF THE CIRCUIT COURT

BY: [Signature]  
Nathan D. Boyles, as Chairman



DATE: June 2, 2015

ATTEST:  
BY: [Signature]  
J. D. Peacock II  
Clerk and Comptroller of the Circuit Court



AMERICAN TOWER CORPORATION

BY: [Signature]  
PRINT NAME: Kelley E Langdon

TITLE: Attorney

DATE: 5/29/15

WITNESS: [Signature]

**CERTIFIED A TRUE  
AND CORRECT COPY**

**JD PEACOCK II  
CLERK CIRCUIT COURT**

BY: [Signature]  
DEPUTY CLERK



DATE: June 8, 2015

## SECOND AMENDMENT TO AGREEMENT AND LEASE

This Second Amendment to Agreement and Lease (this "Second Amendment") is made this 9<sup>th</sup> day of May, 2011 (the "Effective Date"), by and between **Board of County Commissioners of Okaloosa County, Florida**, having offices at 1804 Lewis Turner Boulevard, Suite 100, Ft. Walton Beach, Florida 32547, hereinafter "LESSOR", and **Alltel Communications, LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, LESSOR and LESSEE (or their respective predecessors in interest) entered into an Agreement and Lease dated May 2, 1995, as amended by that certain First Amendment to Agreement and Lease dated April 2, 2010 (collectively, the "Agreement"); pursuant to the Agreement, LESSEE leases from LESSOR certain space at property located in the Okaloosa County, Florida as described in that certain Agreement;

**WHEREAS**, LESSOR and LESSEE desire to amend the Agreement in order to document LESSEE's replacement of antennas.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Second Amendment as follows:

1. This Second Amendment shall be effective upon full execution and there shall be no rental increase associated with this Second Amendment.
2. Paragraph 3 (a) of the Agreement is hereby amended and restated in its entirety as follows:

The rights to attach, operate, maintain and replace up to nine (9) panel antennas at the 180' AGL level on the Tower owned by LESSOR located in Shalimar Village, a planned unit development, in Shalimar, Florida. Said antennas shall not weigh more than Three Hundred Fifty-One (351) pounds in the aggregate.

3. Exhibit B-1 to the Agreement is hereby replaced and superseded with Exhibit B-2, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between Exhibit B-1 to the Agreement and Exhibit B-2 attached hereto, Exhibit B-2 attached hereto shall control.

LEASE# L01-0209-WS  
ALLTEL COMMUNICATIONS, LLC  
D/B/A VERIZON WIRELESS  
COMMUNICATIONS TOWER LEASE #76  
EXPIRES: 5/01/2020

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
5. The Agreement and this Second Amendment contain all agreements, promises or understandings between LESSOR and LESSEE and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

**WITNESSES:**

By: [Signature]  
Name: J. Jack Allen

By: [Signature]  
Name: SHERRI WILLIAMS

By: [Signature]  
Name: Catharine Lawson

By: [Signature]  
Name: [Signature]

**LESSOR:**

**Board of County Commissioners of Okaloosa County, Florida**

By: [Signature]  
Name: Raymond C. Brannan

Title: Purchasing Director  
Date: 05-09-11

**LESSEE:**

**Alltel Communications, LLC d/b/a Verizon Wireless**

By: [Signature]

Name: Hans F. Leutenegger  
Title: Area Vice President Network

Date: 5/2/2011



**EXHIBIT B-2**

LESSEE is authorized to install and maintain the following equipment on the Tower:

**ANTENNA INFORMATION:**

- Type and Number of Antennas: Up to Nine (9) panel antennas weighing no more than Three Hundred Fifty-One (351) pounds in the aggregate;
- RAD Center: 180'
- Up to twelve (12) coaxial transmission lines not to exceed 1-5/8" in diameter



**PENNINGTON**  
LAW FIRM, L L C

AMBER PARDUE  
PARALEGAL  
AMBERPARDUE@PENNLAWFIRM.COM

May 4, 2011

**VIA OVERNIGHT EXPRESS**

MR. Daniel Dunlap  
**911 Communications Chief**  
**Okaloosa Co. Dept. of Public Safety**  
90 College Blvd. E.  
Niceville, FL 32578

RE: SECOND AMENDMENT TO AGREEMENT AND LEASE BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY,  
FLORIDA AND ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON  
WIRELESS

(SHALIMAR SITE)  
(PC LAW NO. 1400-579)

Dear Daniel:

I hope this letter finds you well. Enclosed for signature please find two (2) Second Amendments to Agreement and Lease. Please have these documents executed and return one (1) original to my attention for Verizon Wireless' records.

If you have any questions or comments, or if you need additional information, please do not hesitate to contact me.

Sincerely,

**PENNINGTON LAW FIRM, L.L.C.**

A handwritten signature in blue ink that reads 'Amber Pardue'.

Amber Pardue

R:\LTE\GULF COAST\SHALIMAR\Execution Letter.docx

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1501 Main Street, Suite 600 (29201)  
Post Office Box 2844, Columbia, South Carolina 29202  
Telephone: 803-929-1070 Fax: 803-929-1075

[www.pennlawfirm.com](http://www.pennlawfirm.com)

**FIRST AMENDMENT TO AGREEMENT AND LEASE**

This First Amendment to Agreement and Lease (this "First Amendment") is made this 2<sup>nd</sup> day of April, 2010 (the "Effective Date"), by and between **Board of County Commissioners of Okaloosa County, Florida**, having offices at 1804 Lewis Turner Boulevard, Suite 100, Ft. Walton Beach, Florida 32547, hereinafter "LESSOR", and **Alltel Communications, LLC d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, LESSOR and LESSEE (or their respective predecessors in interest) entered into an Agreement and Lease ("Agreement") dated May 2, 1995; pursuant to the Agreement, LESSEE leased from LESSOR certain space at property located in the Okaloosa County, Florida as described in that certain Agreement;

**WHEREAS**, LESSOR and LESSEE desire to amend the Agreement in order to document LESSEE's replacement of antennas.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this First Amendment as follows:

1. This First Amendment shall be effective upon full execution and there shall be no rental increase associated with this First Amendment.
2. Paragraph 3 (a) is hereby amended and restated in its entirety as follows:

The rights to attach, operate, maintain and replace up to nine (9) panel antennas at the 180' AGL level on the Tower owned by LESSOR located in Shalimar Village, a planned unit development, in Shalimar, Florida. Said antennas shall not weigh more than Thirty Nine (39) pounds each.

3. Exhibit B to the Agreement, is hereby replaced and superseded with Exhibit B-1, attached hereto and incorporated herein. In the event of any inconsistency or discrepancy between Exhibit B to the Agreement and Exhibit B-1 attached hereto, Exhibit B-1 attached hereto shall control.
4. Paragraph 12 of the Agreement is hereby revised to provide LESSEE's notice address is as follows:

Lessee: Alltel Communications, LLC  
d/b/a Verizon Wireless

180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
  
6. The Agreement and this First Amendment contain all agreements, promises or understandings between LESSOR and LESSEE and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this First Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

**WITNESSES:**

By: *Sherrill Williams*  
Name: SHERRILL WILLIAMS

By: *Larica Redmond*  
Name: Larica Redmond

By: *Jean M. Musa*  
Name: Jean M. Musa

By: *Catharine Lawson*  
Name: Catharine Lawson

**LESSOR:**

**Board of County Commissioners of Okaloosa County, Florida**

By: *Richard L. Brannon*  
Name: RICHARD L. BRANNON

Title: PURCHASING DIRECTOR

Date: 04-01-10

**LESSEE:**

**Alltel Communications, LLC d/b/a Verizon Wireless**

By: *Hans F. Leutenegger*  
Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 3-26-2010

## EXHIBIT B-1

LESSEE is authorized to install and maintain the following equipment on the Tower:

### ANTENNA INFORMATION:

- Type and Number of Antennas: Up to Nine (9) panel antennas weighing no more than Thirty Nine (39) pounds each;
- RAD Center: 180'
- Transmission Lines sufficient to service the above antennas, but each line is not to exceed 1-5/8"

ALLTEL COMMUNICATIONS

Property Management  
One Allied Drive  
P.O. Box 2177  
Little Rock, AR 72203



February 27, 2001

**BY CERTIFIED MAIL**  
**7000 1670 0012 3691 3682**

Board of Cty Comm. of Okaloosa Cty, FL  
1804 Lewis Turner Blvd, Ste. 100  
Ft. Walton Beach, FL 32547

RE: **Site Name: Shalimar**  
Lease dated 01-Apr-95 by and between Board of Cty Comm. of Okaloosa Cty, FL  
("Lessor") and 360 Communications Company of Fort Walton Beach Limited  
Partnership d/b/a ALLTEL ("Lessee")  
Your Reference: Shalimar

Dear Sirs:

Pursuant to Section of the Agreement, Lessee hereby seeks consent of the Lessor to assign all rights and obligations contained in the above Agreement as follows:

Effective March 31, 2001, Lessee will merge into its Affiliate, "ALLTEL Communications, Inc.", at which time all duties, responsibilities, and obligations then held by the Lessee pursuant to the Agreement will be assumed by ACI.

Please acknowledge your consent of this assignment by signing in the place provided below and return to me in the self-addressed, pre-paid envelope provided for your convenience.

If you have questions or would like to discuss this matter further, please do not hesitate to contact me at 501-905-7076. Your prompt consideration of this matter is greatly appreciated.

Very truly yours,

*Roanne H. Motley*  
Roanne Motley

**Acknowledged and Consented:**

Landlord,  
a OKALOOSA COUNTY corporation

L01-0209-WS25-12  
COMMUNICATIONS TOWER  
ALLTEL COMMUNICATIONS  
EXPIRES: 5/1/2020

BY: *John Christodoulou*  
NAME: JOHN CHRISTODOULOU  
TITLE: CONTRACTS & LEASE COORDINATOR  
DATE: 3/12/2001

FL/FortWaltonBeach

## AGREEMENT AND LEASE

This Agreement and Lease is made this 2nd day of ~~April~~<sup>May</sup>, 1995, by and between the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, having offices at 1804 Lewis Turner Boulevard, Suite 100, Ft. Walton Beach, Florida 32547, hereinafter referred to as "Lessor," and CENTEL CELLULAR COMPANY OF FT. WALTON BEACH LIMITED PARTNERSHIP, having an office at c/o Sprint Cellular Company, 8725 Higgins Road, Chicago, Illinois 60631, hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner in fee simple of certain real estate, hereinafter referred to as the (the "Property,") located in Okaloosa County, Florida, upon which is presently situate a communications tower for the purpose of emergency services communications; and,

WHEREAS, such tower is no longer in satisfactory condition for its purpose; and,

WHEREAS, Lessee is desirous of having a cellular radio transmission tower at such location; and,

WHEREAS, the parties desire to enter into an agreement whereby Lessee will demolish and remove the existing tower presently located upon the Property and for Lessee to build and construct upon the Property of Lessor a new communications tower for the purpose of emergency services telecommunications upon which tower Lessee would lease space from Lessor for the purpose of an antenna tower attachment and equipment shelter for its desired purposes; and,

WHEREAS, the parties desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the sufficiency of which is acknowledged by the signatures herein, it is agreed as follows:

1. **Property.** Lessor, the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, is the owner in fee simple of approximately .087 acres of real property legally depicted or described on Exhibit "A" attached hereto and made a part hereof, together with any and all easements, tenements, hereditaments, and appurtenances thereunto belonging and any and all improvements thereon and including without limitation, all rights, if any, reversionary or otherwise, in the abutting streets and highways, all of the foregoing being hereinafter sometimes referred to as the Property.

2. **Demolition and Construction.**

(a) **Demolition of Existing Tower/Construction of New Tower.** Lessor hereby grants to Lessee access of every kind and nature to the Property for the purpose of Lessee's demolition and removal, at its sole cost and expense, of the existing tower structure presently located on the Property. After construction of the new tower, consisting of a 180 foot mono pole tower (resembling a flag pole) is complete and same is operational, Lessor hereby consents and agrees to the demolition and removal of said tower. Lessor further agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages associated with said demolition and removal, unless such damages are caused by or are the result of, the misconduct or negligence of Lessee or any of Lessee's agents, servants, employees or licensees. Lessor further grants access of every kind and nature to the Property for the purpose of Lessee's construction of a new one hundred eighty foot (180') mono pole/tower, (the "Tower") pursuant to the specifications of Lessor.

(b) **Time for Completion.** The existing tower shall be removed and the new Tower constructed upon the Property within one hundred eighty (180) days of execution of this contract. Failure by Lessee to so remove the existing tower and construct the new Tower could result in Lessee's being liable for damages to Lessor for such breach of this agreement.



(c) **Insurance.** During the demolition and construction period, that being from the date hereof and until such time as the new Tower is complete and operational, Lessee shall maintain, at its sole cost and expense, a comprehensive public liability insurance policy covering all of Lessee's operations, activities, liabilities and obligations on the Property. Such policy shall name Lessor as an additional insured party. Lessee shall give Lessor such evidence of insurance coverage as Lessor may reasonably demand.

(d) **Operating Expenses.** During the demolition and construction period Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Property and the Premises and used by Lessee in connection with said demolition and/or construction. As of the Commencement Date, Lessor shall pay for all expenses, of whatever kind or nature, furnished to the Property and/or the Premises; with the exception of those expenses directly furnished to the Premises and used exclusively by Lessee, including, but not limited to, Lessee's own back-up power source, which expenses shall be paid by Lessee.

(e) **Ownership of Tower Upon Completion of Construction.** Upon the completion of the new Tower, Lessee shall deliver in writing by certified mail, return receipt requested, notification to Lessor that all construction is complete and that title to the new Tower is transferred unto and vests in Lessor. Upon such notification, Lessee shall terminate all liability insurance hereinbefore described and Lessor shall take full responsibility for the ownership and operation of the Tower. Lessee shall bear the cost of maintenance of said tower.

3. **Antenna Tower and Equipment Shelter Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, antenna tower attachment rights on the Tower (the "Premises"), as more particularly described in Exhibit "B" attached hereto. The Premises shall include the following:

(a) The right to attach, operate, maintain and replace, <sup>3 whip antennas and 6 panel antennas at the 180' level</sup> ~~as is otherwise specifically set forth herein~~, the 180 foot mono pole tower owned by Lessor located in Shalimar Village, a planned unit development, Shalimar, Florida.

(b) A 12 foot x 28 foot parcel of land located adjacent to the Tower on which Lessee may place a 12' x 28' equipment shelter. This equipment shelter is hereby declared the personal property of Lessee, which shall be removed at the termination of this Lease.

The Premises are leased for the express purpose of Lessee's operating a cellular radio transmission facility.

4. **Term.** The term of this Lease (the Term) shall be for a period of twenty-five (25) years, commencing upon completion of the construction of the Tower (the Commencement Date) and extending for said twenty-five (25) year period (the Expiration Date). Lessor grants to Lessee the right to renew this Lease for three (3) additional terms of twenty-five (25) years each. In order to exercise this renewal option, Lessee shall deliver to Lessor written notice of Lessee's intent to renew this Lease not less than ninety (90) days prior to the expiration of the then-current lease term.

5. **Rent.** The rent for the initial term of this lease shall be One Dollar (\$1.00) per year, the total sum of which, Twenty-Five and no/100 Dollars (\$25.00) is to be paid in advance, which sum Lessee shall pay to Lessor at Lessor's above-referenced address. In the event Lessee exercises its option to renew this lease as is set forth in paragraph 4. above, the rent for each additional option term shall be One Dollar (\$1.00) per year, the total sum of which, Twenty-Five and no/100 Dollars (\$25.00), shall be paid to Lessor in advance at the commencement of said option term.

6. **Ingress and Egress.** Lessor hereby grants to Lessee a non-exclusive Easement, as is more particularly described in Exhibit "C" which is attached hereto and made a part hereof by this reference, for the purpose of ingress, egress and regress over the Property of Lessor adjacent to the Premises as may be required for the purpose of construction and maintenance of a Tower, building, equipment and other necessary appurtenances on the Premises and for access to and installation, construction and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Premises. The term of this Easement shall commence upon execution of this Agreement and shall continue until the last to occur of (i) expiration of the Lease term, or (ii) removal by Lessee of all of its property from the Premises after expiration of the Lease term.

7. **Title and Quiet Possession.** Subject to the exception hereinafter mentioned, Lessor represents and covenants that Lessor owns the Premises in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature. Lessee specifically acknowledges that certain restrictive covenant contained in that certain Deed by and between Shalimar Village, Inc., a Florida corporation, grantor, and the Board of County Commissioners of Okaloosa County, Florida, grantee, dated April 25, 1973, recorded in Official Records Book 696, page 573, Public Records of Okaloosa County, Florida, pertaining to a reversion of title in certain instances. Lessee acknowledges that such restrictive covenant may affect this paragraph.

8. **Subordination, Attornment, and Nondisturbance.** Lessee agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, Lessee's possession of the Premises shall not be disturbed so long as Lessee shall continue to perform its duties and obligations under this Lease and Lessee's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the leased Premises shall not be disturbed so long as Lessee shall continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days of the date of execution of this Agreement, or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, of an Attornment and Nondisturbance Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage or deed of trust to which this Lease is, or shall become, subordinate.

9. **No Waste and Nuisance.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance.

10. **Assignment and Subleasing.** Lessee may not sublet the Premises in whole or in part without Lessor's consent, but the making of any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, without the prior written consent of Lessor which shall not be unreasonably withheld, delayed or conditioned, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Lessee is expressly permitted to assign its rights under this Lease to Sprint Cellular Company, its successors in interest, assigns or any affiliate thereof.

11. **Non-Compete.** Lessor shall not lease the Tower or the Premises, in whole or in part, without Lessee's consent to any entity involved in the cellular communications industry. Lessor agrees and consents that it will not, nor will it permit any entity to use any portion of the Tower or Premises, without Lessee's written consent, for a purpose that would be in direct competition, in any manner whatsoever, with Lessee.

12. **Notices.** All notices, demands, or other writings which this Lease requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: Board of County Commissioners of Okaloosa County, Florida  
1804 Lewis Turner Boulevard  
Ft. Walton Beach, Florida 32547  
Attn: Ray Sansom, Chairman of the Board

To Lessee: Centel Cellular Company of Ft. Walton Beach Limited Partnership  
c/o Sprint Cellular Company  
8725 Higgins Road  
Chicago, IL 60631  
Attn: Vice President-Engineering/Network Operations

With a copy to: Ronald R. Richmond  
(Local Counsel) Pennington & Haben, P.A.  
Post Office Box 10095  
Tallahassee, Florida 32302-2095

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

13. **Lessee Improvements.** Lessee shall have the right, with Lessor's written consent, at its sole expense, to make such improvements on the Property as it may deem necessary for the construction, maintenance and operation of a cellular radio transmitter site. The Tower structure to be constructed on the Premises shall be the sole property of the Lessor. Lessee shall retain ownership of personal property placed on the property, including but not limited to generators, etc. Upon termination of this Lease, Lessee shall, to the extent reasonable, remove its items of personal property.

14. **Interference.** Lessee shall be responsible for coordinating and resolving any interference problems with existing transmitters or receivers on the Tower prior to the commencement of this Lease or any transmitters or receivers that may be existing attachments at any future date when Lessee desires to add additional transmitters or receivers to its leased section of the Tower. Lessee shall not be responsible for coordinating and resolving any interference problems that may result from Lessor's subsequent lease of Tower attachment space to any other party. Lessor and Lessee both agree to notify the other party whenever additional transmitters and/or receivers are planned to be added to the Tower.

15. **Government Compliance.** Lessor and Lessee shall operate its equipment and any attachments thereto in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. In the event Lessor fails to do so, within thirty (30) days of being given notice by Lessee to correct a violation of any applicable government regulation, Lessee may cure the default by having the Tower brought into compliance with all applicable government regulations. The cost of such cure shall be the responsibility of Lessor and Lessee may bring an action for damages against Lessor if Lessor refuses to pay. Lessee shall be responsible for maintaining the Tower and surrounding premises in good condition and state of repair.

16. **Hold Harmless.** Lessor shall be held harmless by Lessee from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at Lessee's invitation, unless such damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms or other Acts of God; provided, however, Lessor shall be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Either party shall, if requested by the other party, provide the requesting party with evidence of liability insurance against damage to person or property caused by the non-requesting party's activities on the Premises and shall, if requested, be added to such policies as an "additional insured". Neither Lessor nor Lessee shall in any event be liable for damages for each other's business loss, business interruption, or other consequential damages of whatever kind or nature, regardless of the cause of such damages and each party, and anyone claiming by and through such party, expressly waives all claims for such damages.

17. **Lessee's Performance and Surrender.** Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

(a) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate a cellular radio transmitting facility on the Premises or such permit shall be revoked;

(b) Lessee determines that technical problems or radio interference problems from other existing antennas on the Tower at the lease commencement date or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose;

(c) Lessee determines that Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;

(d) Utilities necessary for Lessee's contemplated use of the Premises are not available to the Premises; or

(e) The Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises or Lessee's equipment and attachments thereto.

In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder. Any rental fees paid prior to said termination date shall be retained by Lessor.

19. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

20. **Access to Premises.** In addition to the Easement granted in Section ~~4~~<sup>6</sup>, Lessee and its engineers, officers, employees, agents and contractors shall have full access to the Premises during the Lease term(s), consistent with Lessor's standard property security policy.

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21. **Governing Law.** The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Florida.

22. **Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. **Hazardous Waste.** Lessor hereby indemnifies Lessee and its parent, subsidiary and affiliated companies and their officers, agents and employees, and hold them harmless from all claims, demands, causes, losses, damages and expenses, including attorneys' fees, arising directly or indirectly from the use of the Property and/or Premises for the treatment, presence, storage, or disposal of any solid or liquid waste which is classified as toxic or hazardous under any federal, state or local law or regulation (including subsurface water) in effect as of the commencement date.

The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and shall survive the term of this Lease and any renewal periods thereof.

24. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

25. **Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

26. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

27. **Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement. **THE PARTIES ACKNOWLEDGE THAT BODIFORD REALTY, INC. REPRESENTS THE SOLE INTERESTS OF THE LESSEE.**

28. **Attorneys' Fees.** In the event either party hereto is compelled to bring an action and incur any expenses, including reasonable attorney's fees in instituting said action by reason of any default or breach of any covenant herein contained, the sum or sums so paid, with all interest, costs and damages shall be paid to the prevailing party within thirty (30) days following the incurring of such expenses and damages.

29. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

30. **Right to Register or Record.** This Agreement and Lease may be recorded by either party.

31. **Interpretation.** Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

32. **Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor or Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Lease.

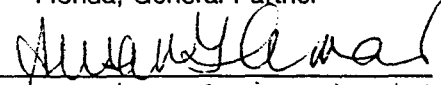
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:  
BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

By:   
Ray Sansom, Chairman of the Board

Date: May 2, 1995

LESSEE:  
CENTEL CELLULAR COMPANY OF  
FT. WALTON BEACH LIMITED PARTNERSHIP  
By: Centel Cellular Company of  
Florida, General Partner

By:   
Vice President Engineering/Network  
operations

Type or print name and title  
Date: 5/15/95

STATE OF FLORIDA,  
County of Okaloosa.

The foregoing instrument was acknowledged before me this 2nd day of ~~April~~ <sup>May</sup>, 1995, by Ray Sansom, Chairman of the Board, Board of County Commissioners of Okaloosa County, Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification.



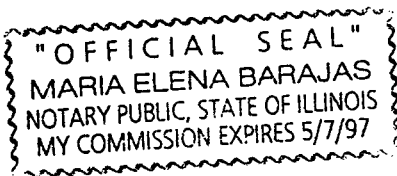
NORMA J. JONES  
MY COMMISSION # CC250383 EXPIRES  
January 22, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.

Norma J. Jones

Type or print name of notary  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_

STATE OF ILLINOIS,  
County of Cook.

The foregoing instrument was acknowledged before me this 15 day of May, 1995, by Susan L. Amato of Centel Cellular Company of Florida, General Partner of Centel Cellular Company of Ft. Walton Beach Limited Partnership, who is personally known to me.



MARIA ELENA BARAJAS  
Maria Elena Barajas

Type or print name of notary  
Notary Public, State of Illinois  
Commission No. \_\_\_\_\_

EXHIBIT A

(Legal Description of Parcel of Land - .087 acres)

A parcel of land in Section 6, Township 2 South, Range 23 West, in Okaloosa County, Florida described as commencing at a concrete monument marking the Southeast corner of Shalimar Village, a planned unit development as recorded in Plat Book 13, Page 29, of the Official Records; thence North  $01^{\circ}29'43''$  East (reference bearing) along the East line of said Shalimar Village, a distance of 174.54 feet to the Point of Beginning; thence departing said East line, South  $88^{\circ}30'17''$  East, 88.00 feet; thence North  $01^{\circ}29'43''$  East, 66.00 feet; thence North  $88^{\circ}30'17''$  West, 41.00 feet; thence South  $01^{\circ}29'43''$  West, 25.00 feet; thence North  $88^{\circ}30'17''$  West, 27.00 feet to said East line of Shalimar Village; thence South  $01^{\circ}29'43''$  West along said East line, a distance of 40.50 feet to the Point of Beginning, containing 0.087 acres, more or less, all in Okaloosa County, Florida.



EXHIBIT C

(Ingress/Egress Easement)

**INGRESS/EGRESS EASEMENT:**

A parcel of land in Section 6, Township 2 South, Range 23 West in Okaloosa County, Florida, described as commencing at a concrete monument marking the Southeast corner of Shalimar Village, a planned unit development as recorded in Plat Book 13, Page 29, of the Official Records; thence North  $01^{\circ}29'43''$  East (reference bearing) along the East line of said Shalimar Village, a distance of 174.54 feet; thence departing said East line of Shalimar Village, South  $88^{\circ}30'17''$  East, 88.00 feet to the Point of Beginning; thence continuing along the last described course, 30.50 feet; thence North  $01^{\circ}29'43''$  East, 35.20 feet; thence North  $89^{\circ}44'52''$  East, 171.20 feet; thence South  $01^{\circ}29'43''$  West, 169.18 feet to the North right-of-way line of Fleet Street; thence along said North right-of-way line 4.99 feet along the arc of a curve concave Northerly having a radius of 357.05 feet, a central angle of  $00^{\circ}46'02''$  and a chord bearing North  $61^{\circ}45'44''$  East, 4.99 feet; thence continuing along said North line, North  $81^{\circ}21'43''$  East, 23.00 feet; thence departing said right-of-way line, North  $01^{\circ}29'43''$  East, 180.94 feet; thence North  $88^{\circ}40'07''$  West, 226.82 feet; thence South  $01^{\circ}29'43''$  West, 88.00 feet to the Point of Beginning, containing 0.266 acres, more or less, all in Okaloosa County, Florida.