

**WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF LIVE OAK,
FLORIDA AND THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

THIS WATER TOWER LEASE AGREEMENT ("Agreement"), is entered into by the **City of Live Oak, Florida**, a Florida municipal corporation, ("**Lessor**") and **The School Board of Suwannee County, Florida**, a Florida body corporate, ("**Lessee**").

WHEREAS, Lessor owns and controls that certain parcel of land, identified as Parcel 26-02S-13E-0787000.0000, by the Suwannee County Property Appraiser, and located on the corner of Walker Ave., SW, and Marymac Street, in Live Oak, Florida, improved with a water tower (hereinafter the "Property" or "Structure"), together with all rights and privileges arising in connection therewith, and more particularly described as:

15' x 30' tract located in a portion of land beginning at the NW corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 2 South, Range 13 East, Live Oak, Florida.

WHEREAS, Lessee desires to lease a portion of the Structure from Lessor to install communications equipment, including antennas on the Structure, and to install an equipment shelter or cabinets on the ground, along with appurtenant improvements, the location of which shall be mutually agreed upon by both parties and made a part hereof; and

WHEREAS, in consideration thereof, Lessor is willing to lease to the Lessee a portion of the Structure, and real property whereon the Structure is situated, described above for the management and construction of an equipment shelter or cabinets and for the installation of Lessee's communications equipment and to allow Lessee joint use of the Structure for the installation, at Lessee's sole cost and expense, of Lessee's antennas as described in more detail in this Lease. Any equipment shelter, or cabinets, and that portion of the Structure on which Lessee shall install its antennas shall be for the use of Lessee. (Lessee's antennas and communications equipment are referred to collectively as "Lessee's Facilities" or "Communication Facility" and is attached hereto as Exhibit A); and

WHEREAS, Lessee acknowledges that Lessor will enter into collocation agreements for ground space with additional collocators, with each collocator given priority on the Structure at the Lessor's sole direction; and

NOW THEREFORE, the Lessor and Lessee, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, agree as follows:

1. LEASE OF PREMISES.

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the Property upon the terms and conditions herein contained.

B. During the Term, Lessee shall also have the right to use the Property for providing necessary utility service such as electric to the Structure. All utilities are to be connected, installed and maintained at Lessee's sole cost and expense. Lessor hereby agrees to execute and deliver whatever reasonable documents may be necessary to the utility companies providing such service.

C. The Lessor grants to the Lessee the right to survey the Property and the survey, after review and approval by the City, shall become a part of this Lease. The costs for the preparation of the survey and the review by the City shall be borne by the Lessee.

2. PERMITTED USE.

A. Prior to the installation of communications equipment Lessee and Lessor will agree to a mutually acceptable location on the Property. The placement of the Lessee antennas is to be decided by both parties.

B. Lessee shall have the right to use the Property for the purpose of constructing, installing, and maintaining and operating a communications facility together with other uses involving the transmission and receiving of radio and microwave signals and uses incidental thereto together with antennas and all necessary connecting appurtenances, or, with the written consent of Lessor, for any other use as may be permitted by applicable law.

C. Lessee may place upon the Structure, at Lessee's sole cost and expense, its own wireless antenna system, all in accordance with applicable law. Lessee shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary.

D. Lessee shall, at its own expense, maintain its equipment and the Property in a safe condition, in good order and repair. Any damage done to the Structure or the Property by any action of Lessee, or Lessee's contractors or any other of Lessee's employees or representatives shall be rectified by the Lessee at Lessee's sole cost.

E. Any modifications to Lessee's equipment installation and Communication Facility, which deviate from what is depicted and described in Exhibit A, must be approved in writing by Lessor and by an amendment to this Agreement. Lessor's approval will not be unreasonably withheld.

F. Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports or any other testing which may be required in order for

Lessee to occupy the Property. Lessor's consultants shall be given the opportunity to review any structural engineering analysis undertaken by the Lessee. It is understood that Lessee's ability to use the Property is contingent upon its obtaining all permits and approvals that may be required by any federal, state, county or municipal authorities which will permit the Lessee use of the Property as set forth in this Lease. All costs of the project including all municipal review costs, including the Lessee's legal fees and its engineering fees, shall be borne by the Prime Lessee and co-locator(s). No formal zoning or planning application shall be required of Lessee. The Lessor will take no action which would adversely affect the status of the Property with respect to the proposed use by the Lessee.

3. TERM. This Lease shall be effective upon the earlier date of the date of full execution of this Agreement or the commencement of installation of equipment (the "Commencement Date" or "Effective Date"). The term of this Lease (the "Term") shall be for ten (10) years, with two (2) five (5) year renewal options ("Renewal Terms"). The Lease shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to the termination of the then existing period, either party notifies the other party of its intention not to renew the Lease. The sixty (60) day notification of an intention not to renew is for each five (5) year renewal term. If Lessee remains in possession of the Property after the termination of this Agreement, then Lessee will be deemed to be occupying the Property on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

4. RENT AND DEPOSIT.

A. As consideration for Lessor's lease of the Property to Lessee, Lessee shall pay to Lessor annual rent of ten dollars and zero cents (\$10.00) payable in advance beginning on the Commencement Date. The Lease consideration shall be adjusted annually at the rate of two dollars and zero cents (\$2.00) per annum.

B. For any Holdover Term, the Rent shall increase each month of the Holdover Term by an amount equal to fifty percent (50%) of the current Rent.

C. Except as expressly set forth herein, as of the rent commencement and throughout the Term of this Agreement, Lessee shall pay to Lessor the Rent and other payments, if any are due hereunder, free of any charge, assessments, impositions, expenses, deduction or set off, and under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties shall the Lessor be expected or required to make any payment of any kind whatsoever (unless to be reimbursed by Lessee) or be under any obligation or liability as to the Property except as otherwise specifically stated in this Agreement; and, Lessee agrees to pay all costs and expenses of every kind and nature whatsoever arising out of or in connection with the Property which arise or become due from the rent commencement and throughout the Term of this Agreement.

5. APPROVALS.

A. Lessor agrees that Lessee's ability to use the Property is contingent upon the suitability of the Property for the Permitted Use and Lessee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Property, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits ("Government Approvals"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Government Approvals. If Lessee makes any repairs, modifications, or additions to the Communication Facility or related equipment, Lessee shall be responsible for any additional Government Approvals necessitated by such repairs, modifications or additions including additional load calculations for the Structure. Lessee shall be solely liable for all costs and expenses related to any and all Government Approvals. In addition, Lessee shall have the right to initiate the ordering and scheduling of necessary utilities.

B. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

A. By either party on thirty (30) days prior written notice if the other party remains in default under this Agreement after the applicable cure periods; or

B. By Lessee upon sixty (60) days written notice to Lessor, if Lessee is unable to obtain, or maintain, any required Government Approval necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or if Lessee determines, in its reasonable discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable.

7. INSURANCE. During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability ("CGL") insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage, which is attached as Exhibit B. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured on a primary and non-contributory basis. Such additional insured coverage: (a) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (b) shall not extend to claims for punitive or exemplary damages arising out of the acts or

omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and (c) shall not exceed Lessee's indemnification obligation under this Agreement, if any. Lessee may self-insure any required coverage.

8. INTERFERENCE.

A. Prior to or concurrent with the execution of this Agreement, Lessor has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Lessee warrants that its use of the Property and the placement of its equipment will not now or in the future cause harmful interference (which is measurable in accordance with existing-industry standards at the time of interference) with the existing radio frequency uses on the Property, including communications equipment owned by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee agrees to install its Communication Facility including all related equipment at the Property of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of the Lessor or other Lessees of the Property or Structure which existed on the Property or Structure prior to the Effective Date of this Agreement. After the Effective Date of this Agreement, Lessee agrees not to make any repairs, modification or other changes to its Communication Facility including all related equipment at the Property of the type and frequency which will cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of the Lessor or other Lessees at the Property or on the Structure. In the event any of Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference including at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing.

B. Except as authorized herein, Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant will cause harmful interference (which is measurable in accordance with existing-industry standards) to the Communication Facility, or other equipment of Lessee under this Agreement. Lessor will take all commercially reasonable steps necessary to cause such interference to cease within twenty-four (24) hours after receipt of written notice of interference from Lessee.

C. Except as authorized herein, Lessor will not, nor will Lessor permit its employees, Lessees, licensees, invitees, agents or independent contractors to install or utilize any equipment which will cause harmful interference (which is measurable in accordance with existing industry standards) to the Communication Facility or other equipment of Lessee. Lessor will take all commercially reasonable steps necessary to cause such

interference to cease within twenty-four (24) hours after receipt of written notice of interference from Lessee.

D. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility which is measurable in accordance with existing industry standards.

9. INDEMNIFICATION.

A. Lessee agrees to indemnify, defend and hold Lessor, its elected officials, officers, employees, and representatives harmless from and against any and all third party claims, injuries, losses, damages, actions, causes of action or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels including appeals) to the extent arising directly from or related to the installation, use, maintenance, changes to, repair or removal of the Communication Facility by Lessee, its employees, agents or independent contractors or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent act or omission or willful misconduct of Lessor, its elected officials, officers, employees, and representatives. Nothing in this Agreement shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party.

B. Lessor agrees to be responsible for the negligent acts or omissions of its elected officials, officers or employees or independent contractors, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors. Nothing in this Agreement shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party.

C. The Lessor : (i) shall promptly provide the Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Lessee; and (iii) shall fully cooperate with the Lessee in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Lessee of its indemnity obligation, except (1) to the extent the Lessee can show it was prejudiced by the delay; and (2) the Lessee shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

D. Lessee shall require in any and all contracts with any and all contractors, subcontractors, suppliers, materialmen, design professionals or the like in privity with Lessee, for any and all work to be performed at or for the Property an indemnification provision substantially similar to the indemnification contained in Section 9(a) for the

indemnification of the Lessor from such contractors, subcontractors, suppliers, materialmen, design professionals or the like unless another indemnification provision is required by Florida law.

10. WARRANTIES.

A. Each of Lessee and Lessor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

B. Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Property under this Agreement; (iii) as long as Lessee is not in default beyond all applicable notice, cure, and grace periods, then Lessor grants to Lessee actual, quiet and peaceful use, enjoyment and possession of the Property in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Lessor ; (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

11. ENVIRONMENTAL.

A. Lessor represents (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

B. Lessee shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Agreement, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the

EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Lessee's failure to comply with this paragraph, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by Lessee's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Lessee's obligations set forth in this Section shall survive the termination or expiration of this Agreement. This paragraph shall not be construed as a limitation upon obligations or responsibilities of Lessee as set forth herein. Nothing herein shall relieve Lessee of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination to the extent caused directly by Lessee's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Lessee shall report such violation to all applicable governmental agencies having jurisdiction, and to Lessor, all within the reporting periods of the applicable agencies.

C. To the extent allowed by law Lessee agrees to hold harmless and indemnify the Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from or related to the Lessee's breach of its obligations or representations under this Section. To the extent allowed by law, Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Lessor during the Term. Nothing in this section shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee.

D. The indemnification provisions contained in this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Agreement.

E. In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's reasonable determination, renders the condition of the Property unsuitable for Lessee's use and which is not related to or a result of Lessee's use of the Property, or if Lessee believes that the leasing or continued leasing of the Property would expose Lessee to undue risks of liability to a government agency or third party which liability is not related to or a result of Lessee's use of the Property, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon sixty (60) days' written notice to Lessor.

12. ACCESS. Except as otherwise noted herein, at all times throughout the Term of this Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Property, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Property. Lessor grants to Lessee an easement for such Access and Lessor agrees to provide to Lessee such codes, keys and other instruments necessary for such Access at no additional cost to Lessee. Upon Lessee's request, Lessor will execute a separate recordable easement evidencing this right. Notwithstanding the foregoing, all supervisory personnel of Lessee who will be accessing the Property must obtain a badge from the Lessor prior to accessing the Property and must display their badges at all times while on the Property. It is the Lessee's burden to timely seek such badges from the Lessor and Lessor shall not be responsible for any reasonable delay in providing the badges. If Lessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Lessor hereby grants Lessee, or any UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Lessor acknowledges that in the event Lessee cannot obtain Access to the Property, Lessee shall incur significant damage. If Lessor fails to provide the Access granted by this Section, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, shall be removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Property by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Lessor that all improvements of

every kind and nature constructed, erected or placed by Lessee on the Property will be and remain the property of Lessee and may be removed by Lessee at any time during the Term. However, should Lessee desire to leave any portion of equipment brought onto the Property in place at the end of the term of this Agreement Lessor shall take ownership of such equipment. Lessee will repair any damage to the Property resulting from Lessee's removal activities and shall restore the Property to its original condition, reasonable wear and tear excepted. Notwithstanding the foregoing, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. DEFAULT AND RIGHT TO CURE.

A. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, then Lessor will have the right to cure Lessee's default and assess all costs of such cure to Lessee (or deduct such costs from Lessee's deposit required herein); and (iii) exercise any and all rights and remedies available to it under law and equity.

B. The following will be deemed a default by Lessor and a breach of this Agreement: (i) Lessor's failure to provide Access to the Property as required by any Section of this Agreement after written notice of such failure; (ii) Lessor's failure to cure an interference problem as required by any Section of this Agreement after written notice of such failure; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have: (i) the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee, and (ii) any and all other rights available to it under law and equity.

15. ASSIGNMENT/SUBLEASE.

A. Lessor may assign this Lease Agreement upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

B. Lessee agrees that it may not assign or sublet its rights, benefits, duties and obligations under this Lease Agreement without written consent of Lessor, which

consent shall not be unreasonably withheld. In addition, the Lessee, prior to any proposed assignment or sublet of the lease, shall pay the Lessor two thousand dollars and 00/100 (\$2,000.00) to cover the Lessor's costs with respect to review and also the approvals to be granted on the assignment. If such assignment is consented to and made, Lessee shall be relieved of all future liabilities hereunder and Lessor shall look solely to such assignee for the performance of this Lease Agreement after assignment.

16. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

The School Board of Suwannee County, Florida
Attn: Chairperson and Superintendent
1729 Walker Ave., SW, Ste. 200
Live Oak, Florida 32064

With a copy to the School Board Attorney:
The School Board of Suwannee County, Florida
Attn: School Board Attorney
101 North Monroe Street, Suite 120
Tallahassee, Florida 32301

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor:

City of Live Oak, Florida
Attn: City Manager
101 White Ave., SE
Live Oak, Florida 32064

With a copy to the City Attorney:
City of Live Oak, Florida
Attn: City Attorney
855 SW Baya Dr.
Lake City, FL 32025

The copy sent to the City Attorney is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. CASUALTY. Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within seventy-two (72) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Property unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Upon approval by Lessor of the proposed temporary facilities, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee may place temporary transmission and reception facilities on the Property, but only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Property or the Communication Facility, as applicable, Lessor may, upon Lessor's approval of the proposed temporary facility, which approval shall not be unreasonably withheld, conditioned, or delayed, permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Property or the Communication Facility is completed. If Lessor determines not to rebuild or restore the Property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Lessor does not so notify Lessee and Lessee decides not to terminate under this Section, then Lessor will promptly rebuild or restore any portion of the Property interfering with or required for Lessee's Permitted Use of the Property to substantially the same condition as existed before the casualty or other harm. Lessor agrees that the Rent shall be abated until the Property is rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the Property.

18. WAIVER OF LESSOR'S LIENS. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Lessor consents to Lessee's right to remove all or any portion of the Communication Facility from time to time in Lessee's sole discretion and without Lessor's consent. The foregoing shall not apply to any portion(s) of the Communication Facility which Lessee abandons as set forth in this Agreement.

19. SALE OF PROPERTY. Lessor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Lessor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Lessee or any sub-lessee, any obligation of Lessor under this Agreement.

20. SURRENDER AND HOLDOVER. Lessee shall surrender the Property to Lessor in accordance with this Agreement. Unless Lessor shall have consented in writing to Lessee's holding over, which consent shall not be unreasonably withheld,

conditioned, or delayed, Lessee, shall, in addition to paying the increase Rent, be subject to all of the other terms, conditions, covenants, provisions and obligations of this Agreement, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this Agreement. No holding over by Lessee or payments of money by Lessee to Lessor after the expiration of the Term shall be construed to extend the Term or prevent Lessor from immediate recovery of possession of the Property unless the Lessor consented to the Lessee's holding over in writing, which consent shall not be unreasonably withheld, conditioned, or delayed.

21. MISCELLANEOUS.

A. Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Lessor and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

B. Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum substantially in the form attached as Exhibit C. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

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

D. Compliance with Law. Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Lessee's use of the Communication Facility on the Property. Lessor agrees to comply with all Laws relating to Lessor's ownership and use of the Property and any improvements on the Property.

E. Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

F. Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and

expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

G. Governing Law and Venue. This Agreement will be governed by the laws of the state of Florida, without regard to conflicts of law. Venue for any action to construe or arising out of or relating to this Agreement shall be in Suwannee County, Florida.

H. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

I. Affiliates. All references to "Lessee" shall be deemed to include any Affiliate of Lessee using the Property for any Permitted Use or otherwise exercising the rights of Lessee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

J. Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

K. Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and

shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

L. WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

M. RADON GAS. IN ACCORDANCE WITH FLORIDA LAW, THE FOLLOWING STATEMENT IS HEREBY MADE: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

N. Third Party Beneficiary. Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.

O. Relationship of Parties. It is understood and agreed that Lessor shall, in no event, be construed or held to be a joint venturer, partner, agent, representative, associate or other relationship of the Lessee for any purpose expressly or by implication in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business; and, it is understood and agreed that the relationship is and at all times shall remain that as that of Lessor and Lessee. Accordingly, nothing herein shall be deemed to confer any rights of sovereign immunity to Lessee or its officers, directors, employees, agents, contractors, and representatives, and as such, all rights and interests of sovereign immunity shall be strictly limited to the Lessor under the laws and constitution of the State of Florida. Lessee shall not claim for itself, and it shall ensure that its officers, directors, employees, agents, contractors, and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding.

P. Further Acts. Upon request, Lessor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Lessee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF LIVE OAK, FLORIDA

By: Frank Davis
Frank Davis, Mayor

ATTEST:

By: John W. Gill
John Gill, City Clerk

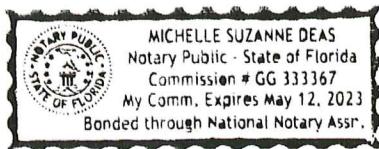
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: F. Koberlein, Jr.
Fred Koberlein, Jr., City Attorney

STATE OF FLORIDA

COUNTY OF Suwannee

The foregoing instrument was acknowledged before me on this 28th day of October, 2019 by Frank Davis, Mayor, and John Gill, City Clerk, both individuals being of the City of Live Oak, Florida, a Florida municipal corporation, who are both personally known to me.



Michelle Suzanne Deas
NOTARY PUBLIC

"Approved as to Form and Sufficiency
BY Leonard J. Dietzen, III

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: Ed DaSilva
Ed DaSilva, Chairperson

Date: SEP 24 2019

By: Ted L. Roush
Ted L. Roush, Superintendent

EXHIBIT A

SITE PLAN AND EQUIPMENT LIST

Equipment List:

- Equipment Shelter to house transmission cables & equipment to be located upon concrete pad located as shown on the site drawing. Shelter size shall be approx. 12' x 20' + 3' x 3' PPG cabinet.
- Nine (9) Panel-type Antennas, each 96.5" X 11.6" X 6.3".
- Coaxial cable that connects the cabinet to the antennas.
- Electrical power panel and cable.
- Telephone panel and cable.

Site Plan: (See next page.)

EXHIBIT B

INSURANCE

EXHIBIT C

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE is entered into by the City of Live Oak, Florida, a Florida municipal corporation, ("Lessor") and The School Board of Suwannee County, Florida, a Florida body corporate, ("Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated the 8th day of October, 2019, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain structure and real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Suwannee County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the portion of a structure and the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit a:

15' x 30' tract located in a portion of land beginning at the NW corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 2 South, Range 13 East, Live Oak, Florida. Also identified as Parcel 26-02S-13E-0787000.0000, by the Suwannee County Property Appraiser.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for ten (10) years, with two (2) five (5) year renewal options ("Renewal Terms") effective upon the earlier date of the date of full execution of the Lease or the commencement of installation of equipment (the "Commencement Date" or "Effective Date").

3. The Lease allows the Lessee to construct or place communications facilities upon the premises, however the Lessor's underlying fee interest shall not be subject to any liens related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 8th day of October, 2019.

CITY OF LIVE OAK, FLORIDA

By: Frank Davis
Frank Davis, Mayor

ATTEST:

By: John Gill
John Gill, City Clerk

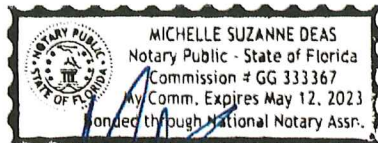
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Fred Koberlein, Jr.
Fred Koberlein, Jr., City Attorney

STATE OF FLORIDA

COUNTY OF Suwannee

The foregoing instrument was acknowledged before me on this 28th day of October, 2019 by Frank Davis, Mayor, and John Gill, City Clerk, both individuals being of the City of Live Oak, Florida, a Florida municipal corporation, who are both personally known to me.



Michelle Suzanne Deas
NOTARY PUBLIC

"Approved as to Form and Sufficiency

BY Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: Ed DaSilva
Ed DaSilva, Chairperson

By: Ted L. Roush
Ted L. Roush, Superintendent