

Site Name: Little Lake Harris

Site I. D. #: OR54XC017B

**1. Premises and Use.** Town of Howey-In-The-Hills, Florida, a Florida municipal corporation ("Owner") leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below: [Check appropriate box(es)]

- ☒ A 15' x 25' parcel of land consisting of approximately 375 square feet upon which SprintCom will construct its ☒ equipment base station;  
☒ Water Tower antenna space between the 127 foot and 135 foot level on the Water Tower;  
☒ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks) and related fixtures. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.

**2. Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SprintCom provides Owner notice of intention not to renew, not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

**3. Rent.** Until the date, which is 15 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$1,000.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1,500.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each subsequent year will be the annual rent in effect for the prior year, increased by three percent (3%).

**4. Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment. Provided however, that Owner and Owner employees shall have unencumbered access to the Property, on which the Site is located.

**5. Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement, upon providing written notice to Owner.

**6. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: SprintCom, Inc., 1357 Hembree Road, #100, Roswell, GA 30076, Attn: Lease Management, with a copy to; Sprint Law Department, 6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2020, Overland Park, KS 66251-2020, Attn: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

**7. Improvements.** SprintCom may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SprintCom may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

**8. Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in

substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will comply with all applicable laws relating to its possession and use of the Site.

**9. Interference.** SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

**10. Utilities.** Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

**11. Termination.** SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination all prepaid rent will be retained by Owner, unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

**12. Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

**13. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.

**14. Taxes.** SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

**15. Insurance.** SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

**16. Maintenance.** SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall

reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**17. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of Lake County, Florida; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**18. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement; Exhibits A & B.

Town of Howey-In-The-Hills, Florida, a Florida municipal corporation

By:

Name: Gregory J. Bittner

Title: Mayor

Attest:

Name: Marge E. Strausbaugh

Title: Town Clerk

Tax ID#: 59-1061566

Address: P.O. Box 67, Howey-In-The-Hills, FL 34737

Date: 5/31/01

SprintCom, Inc., a Kansas corporation

By:

Name: James W. Greene

Title: Director-Site Development

Address: 1357 Hembree Road, Suite 100, Roswell, GA 30076

Date: 5/31/01

Witness:

Print Name: ALISON SKIPPER

Witness:

Print Name: Susan Bortone

# EXHIBIT A

Site Name: Little Lake Harris

PCS Site Agreement

Site I. D. #: OR54XC017B

## Site Description

Site situated in the Town of Howey-In-The-Hills, County of Lake, State of Florida, commonly described as follows:

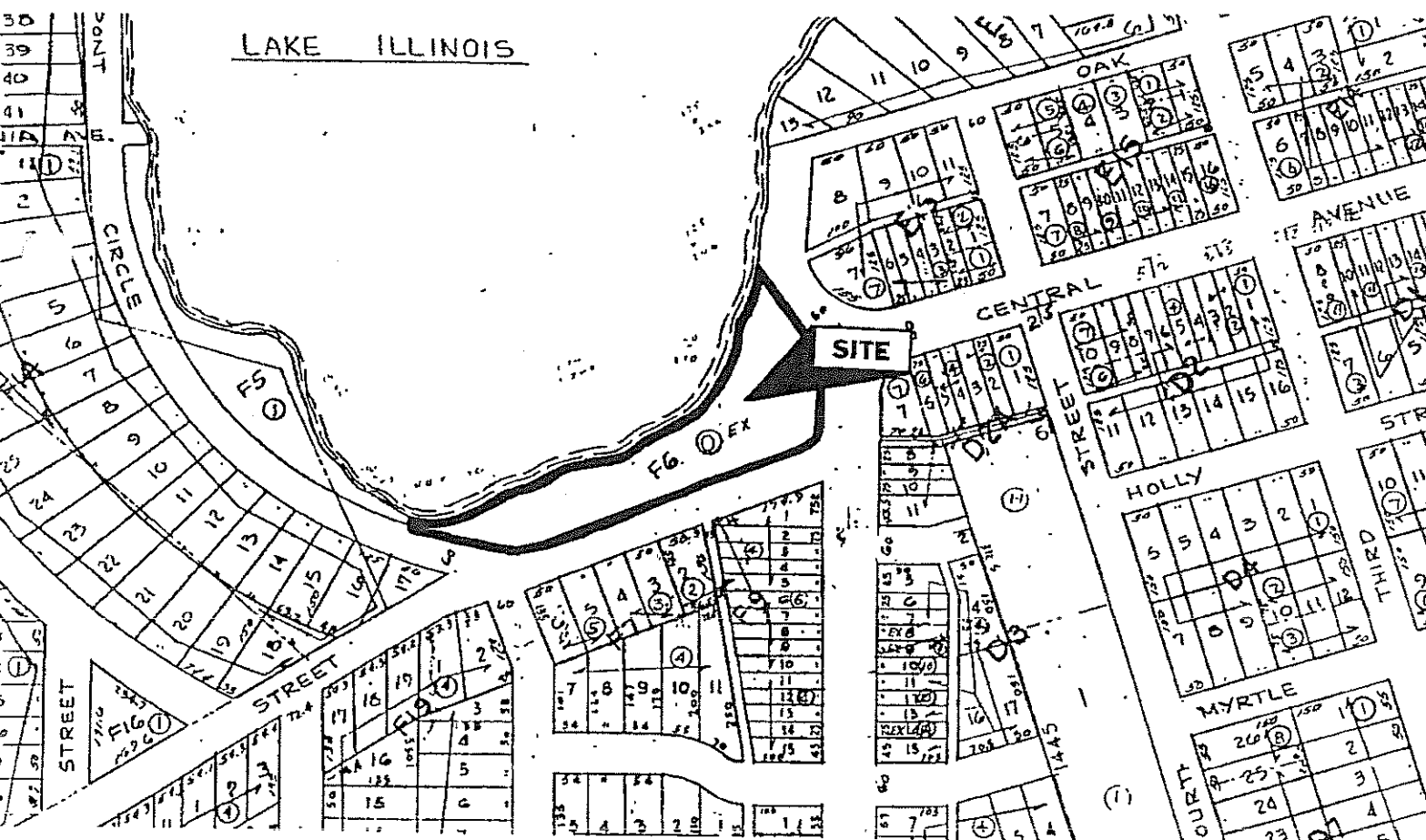
Legal Description:

A portion of the following described Parent Tract:

FROM THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST; RUN SOUTH 230.0 FEET; THENCE WEST 20 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AS THE NE CORNER OF BLOCK F-6, TOWN OF HOWEY; RUN THENCE SOUTH 34 DEGREES 15 MINUTES EAST, A DISTANCE OF 165 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES EAST, A DISTANCE OF 124.2 FEET; THENCE SOUTH 66 DEGREES 56 MINUTES WEST, ALONG THE NORTH LINE OF GRANT STREET, A DISTANCE OF 485.15 FEET; THENCE NORTH 77 DEGREES 30 MINUTES WEST, A DISTANCE OF 165 FEET; THENCE NORTHEASTERLY ALONG THE SHORE LINE OF LAKE ILLINOIS TO THE POINT OF BEGINNING; DESCRIBING WHAT IS KNOWN AS BLOCK F-6, TOWN OF HOWEY.

PARCEL ID #: 26-20-25-0100F0600000.

Sketch of Site:



Owner Initials

SprintCom Initials

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT B

Site Name: Little Lake Harris

PCS Site Agreement

Site I. D. #: OR54XC017B

Memorandum of PCS Site Agreement

This Memorandum of PCS Site Agreement ("Memorandum") evidences that a lease was made and entered into by written PCS Site Agreement ("Agreement") dated \_\_\_\_\_, 2001, between Town of Howey-In-The-Hills, Florida, a Florida municipal corporation ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 316 W. Grant Street, Town of Howey-In-The-Hills, County of Lake, State of Florida, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 2001, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"Owner"

"SprintCom"

Town of Howey-In-The-Hills, Florida, a Florida municipal corporation

SprintCom, Inc., a Kansas corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gregory J. Bittner

Name: James W. Greene

Title: Mayor

Title: Director-Site Development

Attest: \_\_\_\_\_

Address: 1357 Hembree Road, Suite 100, Roswell, GA 30076

Name: Marge E. Strausbaugh

Witness: \_\_\_\_\_

Title: Town Clerk

Print Name: \_\_\_\_\_

Address: P.O. Box 67, Howey-In-The-Hills, FL 34737

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Owner Initials

SprintCom Initials

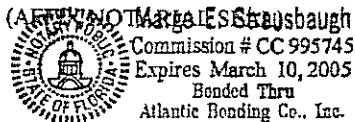
Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2001, by Gregory J. Bittner, as Mayor of Town of Howey-In-The-Hills, Florida, a Florida municipal corporation, on behalf of the corporation, who is personally known to me.



My commission expires: 3-10-05

Marge E. Strausbaugh  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF FLORIDA

Marge E. Strausbaugh  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: CC 995745

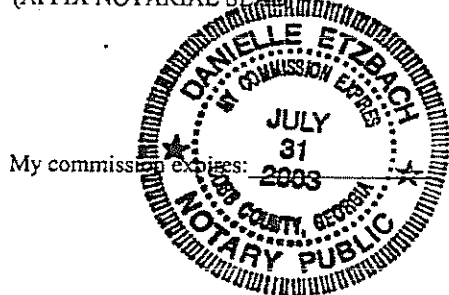
SPRINTCOM, INC. NOTARY BLOCK:

STATE OF GEORGIA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by James W. Greene, as Director-Site Development of SprintCom, Inc., a Kansas corporation, on behalf of the corporation, who is personally known to me.

(AFFIX NOTARIAL SEAL)



My commission expires: \_\_\_\_\_

Danielle Etzbach  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF GEORGIA

Danielle Etzbach  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: N/A