

Market: Southwest Florida
Cell Site Name: PORT ROYAL
Fixed Asset Number: 10152001

LAND LEASE AGREEMENT-COMMUNICATION FACILITY

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Naples, a Florida Municipal Corporation having a mailing address of 735 Eighth Street South, Naples, Florida 34102 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Dr. Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 2665 Lantern Lane, in the County of Collier, State of Florida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately (53' X 30'), 1590 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility.

The tower structure shall be constructed to a height of ninety (90) feet above grade but shall be engineered to accommodate an increased height to one hundred twenty (120) feet above grade, in case an additional height is needed and approved by Landlord, not to be unreasonably withheld, conditioned or delayed, during a term of this Agreement. The related fixtures and equipment (described in Paragraph 2) shall be engineered to accommodate fixtures and equipment in the event of an increase in height.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify,

supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**") upon the same terms and conditions outlined herein, unless Landlord or Tenant notifies the other in writing of its intention not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, THREE THOUSAND and No/100 Dollars (\$3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) For each antenna centerline canister collocated upon the Communication Facility (in addition to the antenna space for the first provider and for the Landlord's antennas) Tenant shall pay an Additional Rent of FIVE HUNDRED and No/100 dollars (\$500.00) per month, increased for Extension Terms in the same amount and manner as the Rent provided in 4 (a), above ("**Subtenant Rent**"). Said Subtenant Rent will commence and be payable upon Subtenant's construction and said Subtenant Rent will not be payable to Landlord upon Subtenant's removal of its facility from Communication Facility.

(c) Space for Landlord's antennas shall be provided free of charge. Tenant will pay for the cost of attaching such equipment to the Communication Facility.

(d) In year six (6) of the Initial term and in year one (1) of each Extension Term, and thereafter during such term, the monthly Rent (including Subtenant Rent) will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(e) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord as incurred, but within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent, which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement. Tenant is responsible for payment of petition and advertising costs. The parties understand that Landlord cannot make any representations or promises, or enter into any agreement, to support or approve a land use petition. In addition, Tenant shall have the right to initiate the ordering of necessary utilities.

(b) Tenant 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.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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 Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; within ninety (90) days after approval of the land use petition by the Landlord's city council.

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant, following the expiration of the initial term and upon three hundred and sixty-five (365) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, or upon sixty (60) days' written notice so long as Tenant pays Landlord one (1) years' Rent, at the then-current rate, payment to accompany said notice, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty; or

(f) by Landlord on the same terms as applicable to Tenant in (e) above with three hundred and sixty five (365) days prior notification, after the conclusion of the initial term, of Landlord's intent to modify its permitted water treatment facilities on said property that would result in Tenant's facilities interfering with Landlord's plans.

(g) by Landlord, upon thirty (30) days written notice, if Tenant has not obtained the appropriate building permits and commenced construction within one hundred eighty (180) days after approval of the development order (conditional use resolution) by the Landlord's City Council.

(h) by Landlord, if Tenant has not finished the construction of the Communication Facility and provided connection of City antennas (providing City is ready for connection) to a telecommunications service provider, within three hundred sixty-five (365) days after approval of the development order (conditional use resolution) by the Landlord's City Council.

(i) If it is necessary, in Landlord's discretion, to relocate the Communication Facility, and if Landlord is able to locate a suitable alternative Communication Facility on the same City-owned property, it agrees to provide such plans to Tenant so that Tenant may propose a suitable location to relocate its Communication Facility on the property. If a suitable location is proposed by Tenant that meets all necessary Government Approvals for Tenants Permitted Use, Landlord shall not unreasonably deny Tenant's request for relocation of The Communications Facilities. If a suitable location for Tenant's Communications Facilities cannot be found then Landlord shall have the right to terminate this agreement after the three hundred and sixty five (365) days prior notification to terminate has been made.

(j) Notwithstanding the foregoing in this paragraph, either party may request (prior to a deadline) an extension of time for up to an additional period set out in the foregoing sub-paragraphs, for cause. Such an extension shall not be unreasonably withheld, conditioned or delayed.

7. INSURANCE.

(a) During the Term, Tenant 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 Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, 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.

(b) Landlord 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 may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Both Landlord and Tenant will not, nor will permit their employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with each others' facilities and operations excluding the operations of Tenant or the rights of Tenant under this Agreement. Landlord and Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from each other. In the event any interference does not cease within the aforementioned cure period, Landlord and Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(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.

9. INDEMNIFICATION.

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors, subject to the limitations contained in s. 768.28 Florida Statutes.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party 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 indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (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 Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord'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 Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, that to the best of Landlord's knowledge and except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, 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. Landlord and Tenant 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) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord 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 of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term, subject to the limitations contained in s. 768.28 Florida Statutes. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant 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 Tenant.

(c) The indemnifications of this Section 11 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 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant 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, to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a License for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable License evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Tenant acknowledges that this property is a municipal water treatment facility and falls under certain rules and regulations pertaining to Homeland Security. With this acknowledgement and in the event of an emergency situation that requires the need to protect

or serve its facilities operations, Landlord retains the right to restrict access under emergency situations only, but shall in no way unreasonably restrict Tenant from access except under these acknowledged provisions.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant will remove the facility upon termination of the Tenancy.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges, other than a three percent (3%) administrative fee. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable license evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant 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 Landlord of

such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant 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 Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 11 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord'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 Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord 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 Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/RIGHT OF FIRST REFUSAL; LEASE OF SPACE.

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent but subject to paragraph 15(b) of this Agreement. Tenant may assign this Agreement to any entity or person having positive net worth in excess of twenty-five million dollars according to generally accepted accounting principles. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

(b) Tenant will have the right to lease space upon the Communication Facility tower for collocation of antennas, and for the placement of fixtures and equipment, to other communication providers, so long as the antenna arrays comply with the development order approval by Landlord's City Council.

17. 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 Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 10152001; Cell Site Name: PORT ROYAL (FL)
Fixed Asset No: 10152001
575 Morosgo Dr. Suite 13F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: 10152001; Cell Site Name: PORT ROYAL (FL)

Fixed Asset No.: 10152001
208 South Texas Street
Dallas, TX 75202

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

If to Landlord: City of Naples
Attn: City Manager
735 Eighth Street South
Naples, FL 34102

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.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a pro-rata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant 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 Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord 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; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Tenant shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord attributable to the Communication Facility including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 20. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Upon Landlord providing notice of assessment to Tenant and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without prior notice (at least thirty (30) days) to Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes

Re: Cell Site # 10152001; Cell Site Name: PORT ROYAL (FL)
Fixed Asset No: 10152001
Suite 13-F West Tower
575 Morosgo Drive
Alanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless Communications Facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference demonstrably injurious to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless Communication Facility or equipment unless the interference is corrected.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. 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 or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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 or Short Form 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, Tenant and Landlord 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. Nothing in this Agreement shall be interpreted as a waiver or limitation of the City's sovereign immunity, and the City hereby reserves all rights of sovereign immunity under Florida law, including, but not limited to, those rights and procedures set out in Section 768.28, Florida Statutes. In any action in which Section 768.28, Florida Statutes, applies, the City shall only be liable in an amount not exceeding the limitations of liability contained in that statute.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord'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.** This Agreement will be governed by the laws of Florida, without regard to conflicts of law, and venue is in Collier 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 "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant 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) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **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 Premises 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 Landlord and Tenant. 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.

(m) In the event of a dispute between the parties, the parties agree to mediate the dispute before a single qualified Circuit Court Mediator agreed to by the parties within ten (10) days of notice of dispute, or provided by the Chief Judge (or designee) of the Circuit Court, 20th Judicial Circuit. Mediation shall occur within thirty (30) days after appointment of the mediator unless waived by the parties. Costs of mediation shall be shared equally by the parties. If the dispute is not resolved at mediation, the parties shall submit the dispute to binding arbitration by a single arbiter appointed by the Chief Judge (or designee) of the Circuit Court, 20th Judicial Circuit, who shall arbitrate and decide the dispute under the Florida Arbitration Code, ninety (90) days after appointment. Costs of arbitration shall be awarded to the successful party. In all disputes, the parties shall be responsible for their own attorneys' fees.

(n) **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.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Attest: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

City of Naples, Florida
By: [Signature]
Print Name: _____
Its: Mayor _____
Date: _____

Approved as to Form:

[Signature]
Robert D. Pritt, City Attorney

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: John M. Collins
Its: Area Real Estate
Date: 8-30-2013
Manager

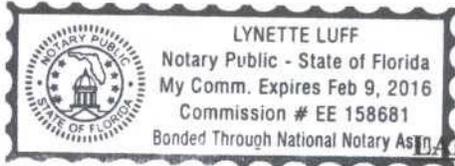
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF SEMINOLE)

On the 30th day of September, 2013, before me personally appeared John M. Collins, and acknowledged under oath that he/she is the Area Real Estate Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

[Signature]
Notary Public: _____
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF Florida)
) ss:
COUNTY OF Collier)

I CERTIFY that on October 18, 2013, John F. Sorey [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the Mayor [title] of The City of Naples, FL [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

[Signature]
Notary Public: RITA NAUGHTON
My Commission Expires: 3/22/14

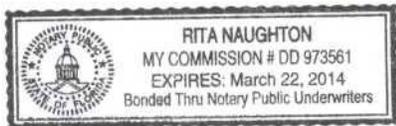


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 6

to the Memorandum of Lease dated _____, 2013, by and between City of Naples, a political subdivision of the State of Florida, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 39 of the KINGS' TOWN DRIVE Section of the plat of KINGS' TOWN DRIVE to ADMIRALTY PARADE Sections of PORT ROYAL according to a plat thereof recorded in Plat Book 3 at pages 74 to 78 inclusive, Public Records of Collier County, Florida.

The Premises are described and/or depicted as follows:

See attached pages



ASST MOBILITY CORPORATION
1141 GREENWOOD BLVD
LAKE WORTH, FL 33466

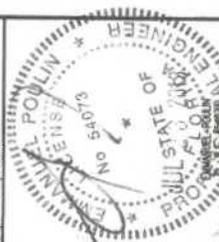
MasTec
Network Solutions
2300 WATLAND CENTER PARKWAY
SUITE 300
MARTIN, FL 32751
PHONE: (321) 387-5584



300 OCEAN OAK CENTRE DRIVE
LONGWOOD, FL 32750
TEL: 407-260-0231
FAX: 407-260-0789
P. OAK #2880

DATE: 07/25/13
DESIGNED BY: J

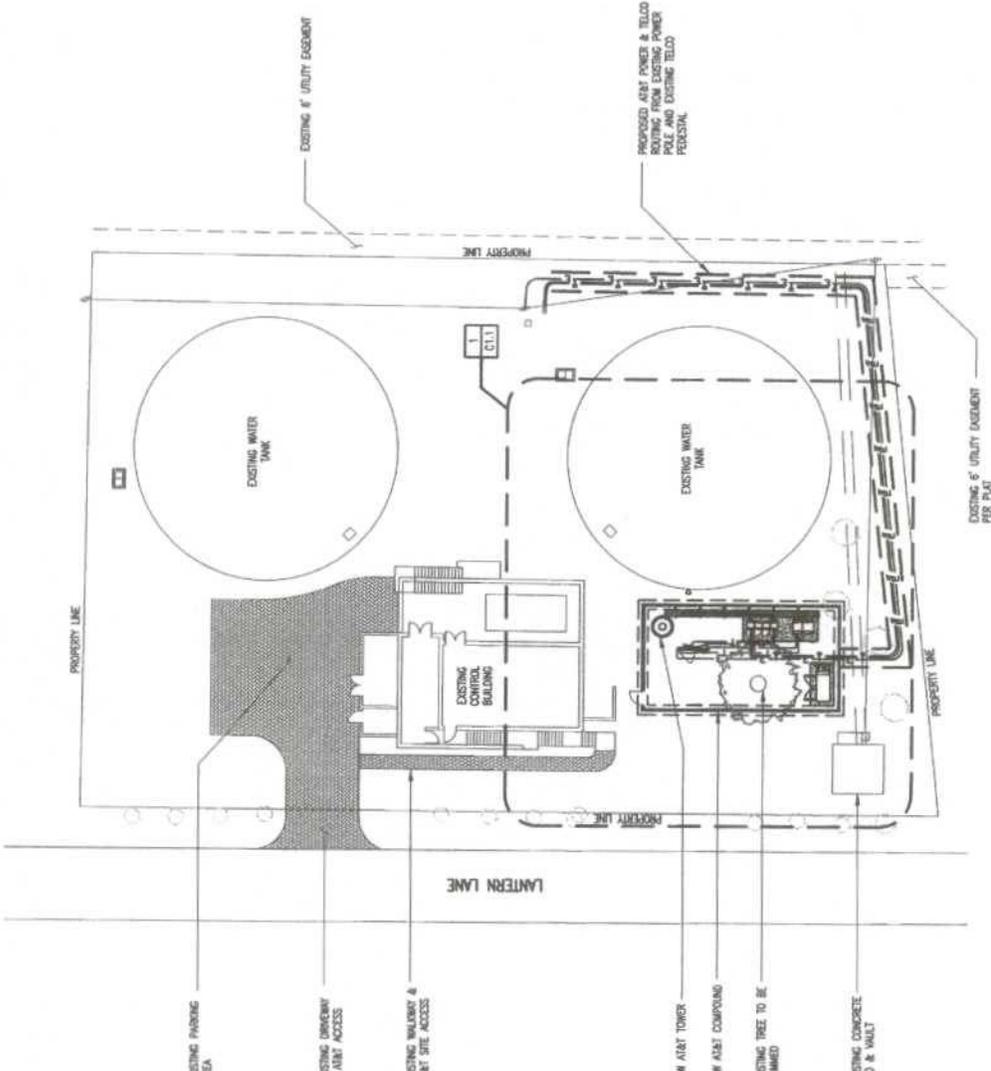
REV	DATE	DESCRIPTION
0	07/25/13	ISSUED FOR CONSTRUCTION
1	07/25/13	ISSUED FOR REVIEW



THIS SEAL IS VALID FOR THE STATE OF FLORIDA ONLY. IT IS NOT VALID FOR ANY OTHER STATE OR COUNTRY. IT IS NOT VALID FOR ANY OTHER TYPE OF ENGINEERING OR PROFESSION. IT IS NOT VALID FOR ANY OTHER TYPE OF WORK. IT IS NOT VALID FOR ANY OTHER TYPE OF PROJECT. IT IS NOT VALID FOR ANY OTHER TYPE OF CONTRACT. IT IS NOT VALID FOR ANY OTHER TYPE OF AGREEMENT. IT IS NOT VALID FOR ANY OTHER TYPE OF DOCUMENT. IT IS NOT VALID FOR ANY OTHER TYPE OF RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF FILE. IT IS NOT VALID FOR ANY OTHER TYPE OF SYSTEM. IT IS NOT VALID FOR ANY OTHER TYPE OF MEDIUM. IT IS NOT VALID FOR ANY OTHER TYPE OF FORMAT. IT IS NOT VALID FOR ANY OTHER TYPE OF LANGUAGE. IT IS NOT VALID FOR ANY OTHER TYPE OF CHARACTER SET. IT IS NOT VALID FOR ANY OTHER TYPE OF ENCODING. IT IS NOT VALID FOR ANY OTHER TYPE OF DECODING. IT IS NOT VALID FOR ANY OTHER TYPE OF TRANSMISSION. IT IS NOT VALID FOR ANY OTHER TYPE OF STORAGE. IT IS NOT VALID FOR ANY OTHER TYPE OF RETRIEVAL. IT IS NOT VALID FOR ANY OTHER TYPE OF DISPLAY. IT IS NOT VALID FOR ANY OTHER TYPE OF PRINTING. IT IS NOT VALID FOR ANY OTHER TYPE OF REPRODUCTION. IT IS NOT VALID FOR ANY OTHER TYPE OF DISTRIBUTION. IT IS NOT VALID FOR ANY OTHER TYPE OF USE. IT IS NOT VALID FOR ANY OTHER TYPE OF PURPOSE. IT IS NOT VALID FOR ANY OTHER TYPE OF APPLICATION. IT IS NOT VALID FOR ANY OTHER TYPE OF ENVIRONMENT. IT IS NOT VALID FOR ANY OTHER TYPE OF SITUATION. IT IS NOT VALID FOR ANY OTHER TYPE OF CONDITION. IT IS NOT VALID FOR ANY OTHER TYPE OF CIRCUMSTANCE. IT IS NOT VALID FOR ANY OTHER TYPE OF EVENT. IT IS NOT VALID FOR ANY OTHER TYPE OF OCCASION. IT IS NOT VALID FOR ANY OTHER TYPE OF REASON. IT IS NOT VALID FOR ANY OTHER TYPE OF MOTIVE. IT IS NOT VALID FOR ANY OTHER TYPE OF INTENT. IT IS NOT VALID FOR ANY OTHER TYPE OF EFFECT. IT IS NOT VALID FOR ANY OTHER TYPE OF RESULT. IT IS NOT VALID FOR ANY OTHER TYPE OF CONSEQUENCE. IT IS NOT VALID FOR ANY OTHER TYPE OF IMPACT. IT IS NOT VALID FOR ANY OTHER TYPE OF OUTCOME. IT IS NOT VALID FOR ANY OTHER TYPE OF END RESULT. IT IS NOT VALID FOR ANY OTHER TYPE OF FINAL DESTINY. IT IS NOT VALID FOR ANY OTHER TYPE OF ULTIMATE FATE. IT IS NOT VALID FOR ANY OTHER TYPE OF PERMANENT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF HISTORICAL DOCUMENT. IT IS NOT VALID FOR ANY OTHER TYPE OF LEGAL EVIDENCE. IT IS NOT VALID FOR ANY OTHER TYPE OF COURT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF GOVERNMENT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF ARCHIVAL RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF BIBLIOTHECARY RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF MUSEUM RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF COLLECTION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF PRESERVATION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF RESTORATION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF REPRODUCTION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF DISTRIBUTION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF USE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF PURPOSE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF APPLICATION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF ENVIRONMENT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF SITUATION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF CONDITION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF CIRCUMSTANCE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF EVENT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF OCCASION RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF REASON RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF MOTIVE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF INTENT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF EFFECT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF RESULT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF CONSEQUENCE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF IMPACT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF OUTCOME RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF END RESULT RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF FINAL DESTINY RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF ULTIMATE FATE RECORD. IT IS NOT VALID FOR ANY OTHER TYPE OF PERMANENT RECORD.

SITE NAME: PORT ROYAL
ADDRESS: 2960 LANTERN LANE
MAYLES, FL 34102
TAX: 10152001
SITE TYPE: NEW SITE BLDG
SHEET TITLE: SITE PLAN

SHEET NUMBER: C1



SYMBOL LEGEND

C	POWER CONDUIT	F	TELLO CONDUIT	FENCE
T	DRIVE CONDUITS	CD	SILT FENCE	
ONE	CONDUITS			
B	CONDUITS			
1	REPRESENTS ITEM 1	NOTE	REPRESENTS NOTE	
C1	REPRESENTS SHEET C1	SHEET	REPRESENTS SHEET	

1 SITE PLAN
SCALE: 1/32"=1'-0"



at&t
 AT&T MOBILITY CORPORATION
 1101 GREENWOOD BLVD
 LAKE WORTH, FL 32746

Mastec
 Network Solutions
 2300 BUNLAND CENTER PARKWAY
 WINTER, FL 32751
 PHONE: (352) 397-5594

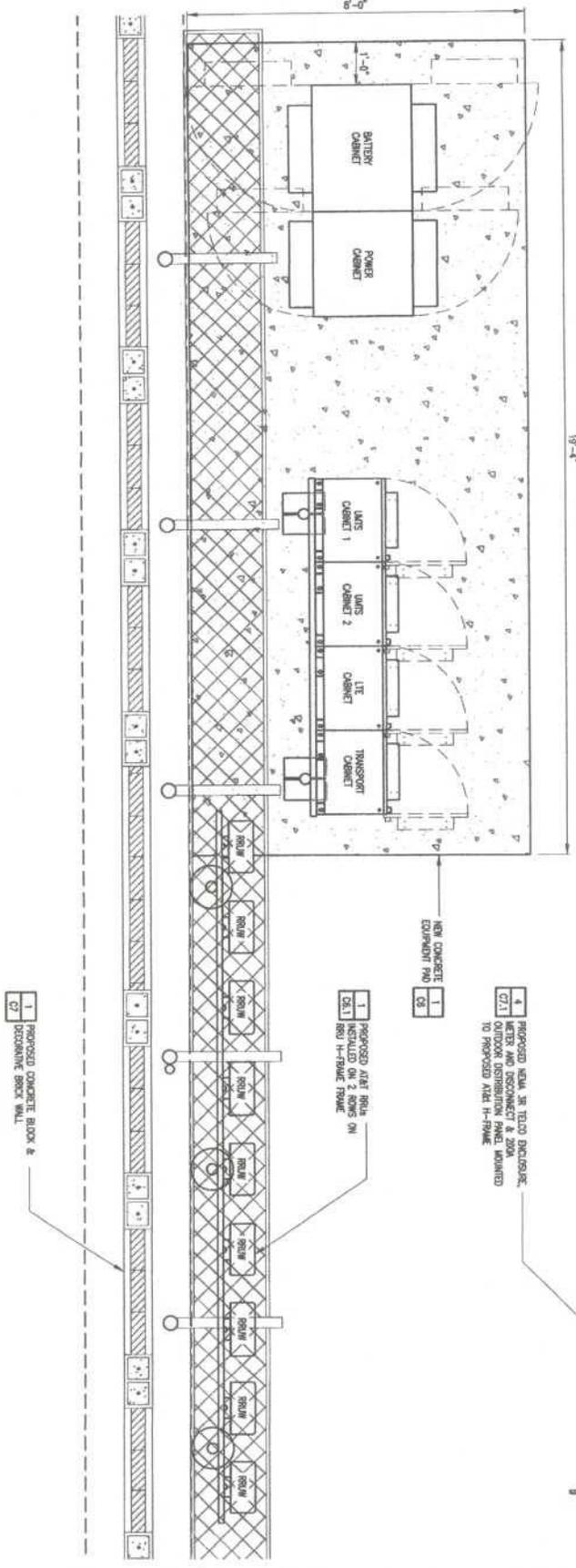
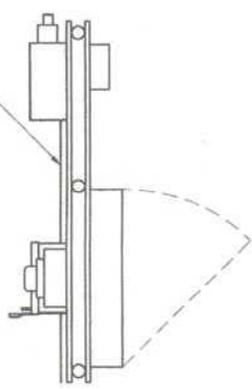
AW Solutions
 300 DOWNEY
 LAKEMOOD, FL 32756
 TEL: 407.260.0231
 FAX: 407.260.0748
 FL. CON# 25884

DATE	DESCRIPTION
07/23/13	ISSUED FOR CONSTRUCTION
07/09/13	ISSUED FOR REVIEW

STATE OF FLORIDA
 EMMA J. POITEN
 ENGINEER
 No. 54073
 SPRINGER ROAD
 FLORENCE, FL 32433

SITE NAME: PORT ROYAL
 ADDRESS: 2865 LANTERN LAKE
 WINTER, FL 34102
 TWP#: 10152001
 SITE TYPE: NEW SITE BUILD
 SHEET TITLE:
 EQUIPMENT LAYOUT
 PLAN

SHEET NUMBER
C2



1 EQUIPMENT LAYOUT PLAN
 SCALE: NTS

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
City of Naples
295 Riverside Circle
Naples, FL 34102

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

Re: Cell Site #: _____; Cell Site Name: _____
Fixed Asset Number: _____
State: _____
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Naples, a political subdivision of the State of Florida having a mailing address of 295 Riverside Circle Naples, FL 34102 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2013, for the purpose of installing, operating and maintaining a Communication Facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated licenses are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 6

to the Memorandum of Lease dated _____, 2013, by and between City of Naples, a political subdivision of the State of Florida, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 39 of the KINGS' TOWN DRIVE Section of the plat of KINGS' TOWN DRIVE to ADMIRALTY PARADE Sections of PORT ROYAL according to a plat thereof recorded in Plat Book 3 at pages 74 to 78 inclusive, Public Records of Collier County, Florida.

The Premises are described and/or depicted as follows:

See attached pages



PORT ROYAL

10152001
2665 LANTERN LAKE
NAPLES, FL 34102

NEW SITE BUILD

PROJECT DESCRIPTION: INSTALLATION OF CONCRETE S&B, LINCOLN, CONCRETE BLOCK WALL, UNDERGROUND UTILITIES, WASTEWATER BRIDGE, ANTIWIND, MOATMS AND CONCRETE CURBS.

PROPERTY INFORMATION

SITE COORDINATES: 26° 4' 55.820"N (AND 83° 01' 47" 55.170"W (AND 83) 01' 47" 55.170"W (AND 83)

ASSIGNMENT: COLLEEN

APPLICANT / LESSEE: 1721199000

PROPERTY OWNER: 1101 GREENWOOD BLVD, LANTANA, FL 33750

CONTACT: 888 REEFER (726) 215-3005

PROJECT CONTACT: NOT AVAILABLE

FINANCE CONTACT: NOT AVAILABLE

POWER COMPANY: FLORIDA POWER & LIGHT

TELECOM COMPANY: FLORIDA POWER & LIGHT

TELECOM ADDRESS: 10000000

UNITS TELEPHONE OF FLORIDA: 2880

UNITS TELEPHONE OF FLORIDA: 1000000

UNITS TELEPHONE OF FLORIDA: 2000000

PROJECT TEAM

PROJECT MANAGER FOR WASTE, NETWORK SOLUTIONS: 2200 WINDLAND CENTER PARKWAY, SUITE 300, WINDLAND, FL 32751

ENGINEERING FIRM: AM SOLUTIONS, INC. 300 CHERRY OAK CENTER DR, LAKESHORE, FL 32750

CONTACT: 407.280.0231 EXT. 104

PHONE: 2883

APPROVALS

DATE: _____

ASST. P. ENGINEER: _____

ASST. OPERATIONS: _____

ASST. INSPECTOR: _____

ENGINEER: _____

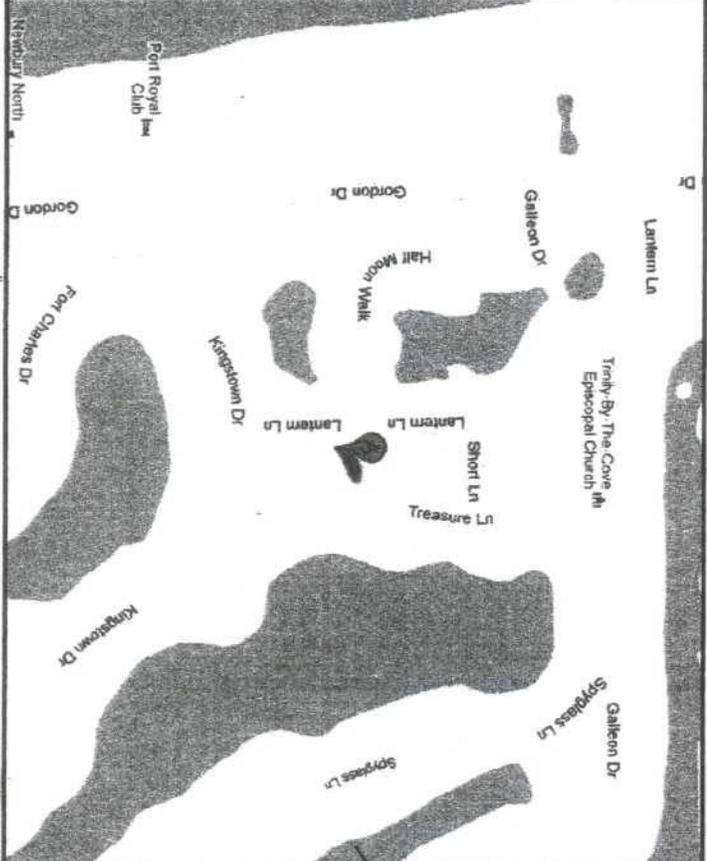
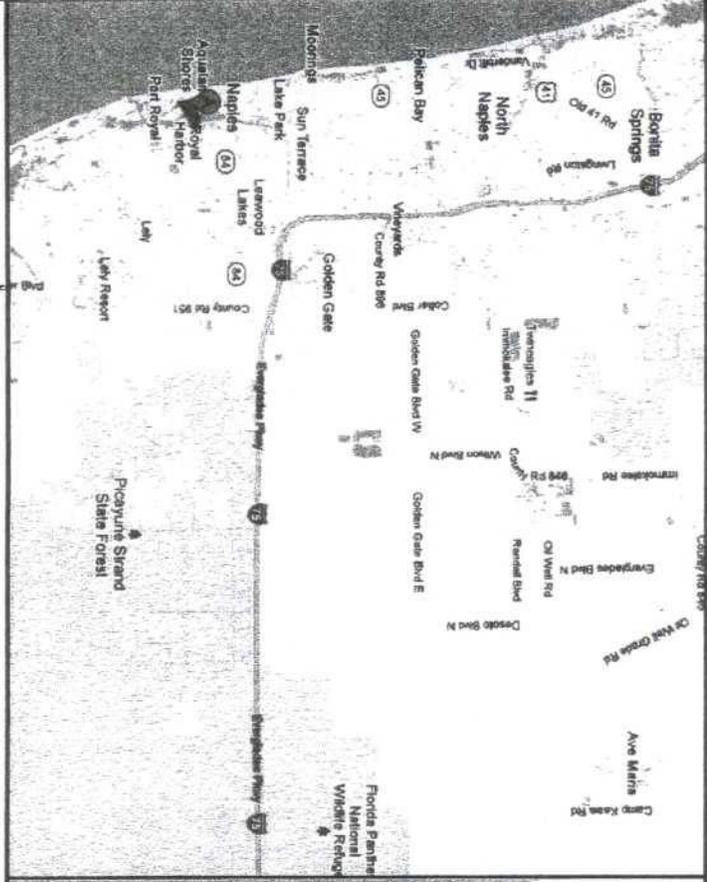
CONSTRUCTION: _____

WASTEWATER: _____

SITE ACQ./OWNER: _____

DRAWING INDEX

SHEET	TITLE	DATE	REV	DATE
T1	TITLE SHEET	07/23/15	0	07/23/15
C1	SURVEY	07/23/15	-	07/23/15
C1.1	SITE PLAN	07/23/15	0	07/23/15
C2	COMPOUND FENCE PLAN	07/23/15	0	07/23/15
C3	EQUIPMENT LAYOUT PLAN	07/23/15	0	07/23/15
C4	UNDER ELEVATION & ANTIWIND OPERATIONS	07/23/15	0	07/23/15
C4.1	ANTIWIND SCHEDULE	07/23/15	0	07/23/15
C4.1	FR FLOODING OVERWALL	07/23/15	0	07/23/15
C5	DETAILS	07/23/15	0	07/23/15
C6	DETAILS	07/23/15	0	07/23/15
C6.1	DETAILS	07/23/15	0	07/23/15
C7	MASONRY WALL PLAN & ELEVATIONS	07/23/15	0	07/23/15
C7.1	ELECTRICAL SITE PLAN	07/23/15	0	07/23/15
E1	GROUNDWATER PLAN	07/23/15	0	07/23/15
E2	DETAILS	07/23/15	0	07/23/15
E3	DETAILS	07/23/15	0	07/23/15
E4	DETAILS	07/23/15	0	07/23/15
E5	DETAILS	07/23/15	0	07/23/15
E6	DETAILS	07/23/15	0	07/23/15
E7	WATER OVERWALL	07/23/15	0	07/23/15
E8	WATER OVERWALL	07/23/15	0	07/23/15
E9	WATER OVERWALL	07/23/15	0	07/23/15
E10	WATER OVERWALL	07/23/15	0	07/23/15
E11	WATER OVERWALL	07/23/15	0	07/23/15
E12	WATER OVERWALL	07/23/15	0	07/23/15
E13	WATER OVERWALL	07/23/15	0	07/23/15
E14	WATER OVERWALL	07/23/15	0	07/23/15
E15	WATER OVERWALL	07/23/15	0	07/23/15
E16	WATER OVERWALL	07/23/15	0	07/23/15
E17	WATER OVERWALL	07/23/15	0	07/23/15
E18	WATER OVERWALL	07/23/15	0	07/23/15
E19	WATER OVERWALL	07/23/15	0	07/23/15
E20	WATER OVERWALL	07/23/15	0	07/23/15
E21	WATER OVERWALL	07/23/15	0	07/23/15
E22	WATER OVERWALL	07/23/15	0	07/23/15
E23	WATER OVERWALL	07/23/15	0	07/23/15
E24	WATER OVERWALL	07/23/15	0	07/23/15
E25	WATER OVERWALL	07/23/15	0	07/23/15
E26	WATER OVERWALL	07/23/15	0	07/23/15
E27	WATER OVERWALL	07/23/15	0	07/23/15
E28	WATER OVERWALL	07/23/15	0	07/23/15
E29	WATER OVERWALL	07/23/15	0	07/23/15
E30	WATER OVERWALL	07/23/15	0	07/23/15



DIRECTIONS

FROM OAKWOOD, TAKE I-4 WEST TOWARD TAMPA. TAKE EXIT 6 TO WAREHOUSE ROAD, TAKE RIGHT AND GOVERNOR AVENUE PARKWAY. TURN LEFT AND GOVERNOR AVENUE PARKWAY. PROCEED TO LANTERN LAKE. TURN LEFT. SITE WILL BE ON LEFT AT WATER PAVILION.

UNDERGROUND UTILITIES

CALL THE ALERT CENTER AT 1-800-432-4770 24 HOURS BEFORE YOU DIG

AM Solutions

300 CHERRY OAK CENTER DRIVE
LAKESHORE, FL 32750
TEL: 407.280.0231
FAX: 407.280.0231
FL 0944 2883

MasTec
Network Solutions
2200 WINDLAND CENTER PARKWAY
WINDLAND, FL 32751
PHONE: (271) 997-5544

at&t
ASST. VICINITY CORP.
1101 GREENWOOD BLVD.
LANTANA, FL 33746

SHEET NUMBER: T1

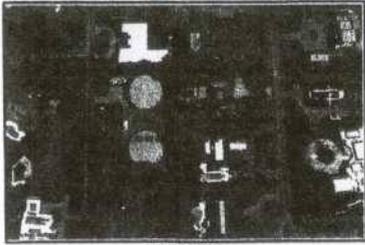
SITE NAME: PORT ROYAL

ADDRESS: 2665 LANTERN LAKE, NAPLES, FL 34102

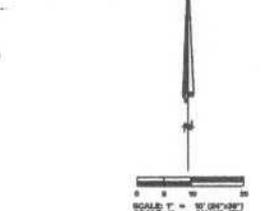
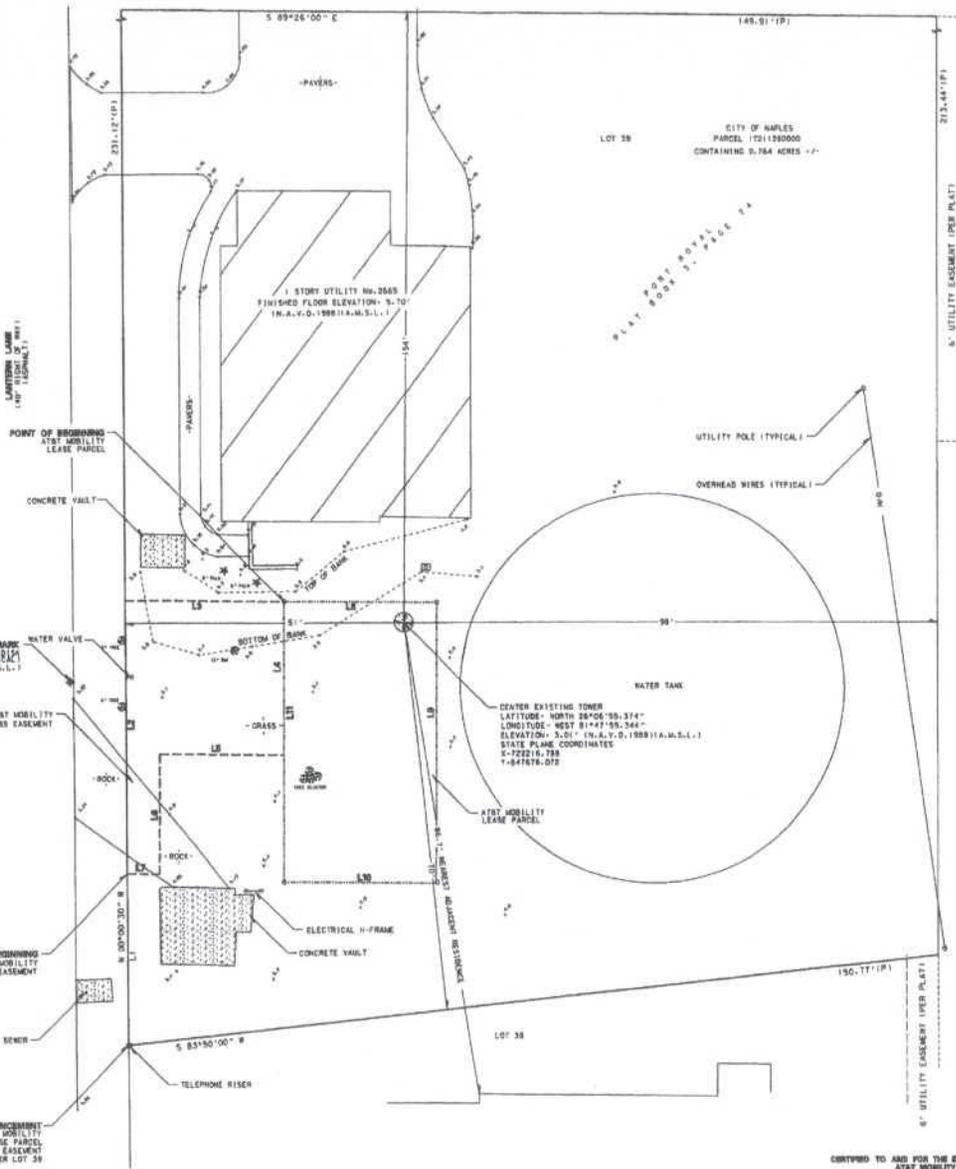
PHONE: 10152001

SITE TYPE: NEW SITE BUILD

SHEET TITLE: TITLE SHEET



VICINITY MAP
NOT TO SCALE
2006 LANTANA LANE NAPLES, FL 34109



PARENT TRACT
(AS PROVIDED BY CLIENT)
LOT 39, PORT ROYAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 74, THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)

AT&T MOBILITY LEASE PARCEL
PORT ROYAL SITE
A PORTION OF LOT 39, PORT ROYAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 74, THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 39; THENCE NORTH 00°00'30" WEST, ALONG THE WEST LINE OF SAID LOT 39, A DISTANCE OF 80.71 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°35'16" EAST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'16" EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°24'44" WEST, A DISTANCE OF 51.00 FEET; THENCE NORTH 89°35'16" WEST, A DISTANCE OF 28.00 FEET; THENCE NORTH 00°24'44" EAST, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0327 ACRES OR 1428 SQUARE FEET, MORE OR LESS.

AT&T MOBILITY INGRESS/EGRESS EASEMENT
PORT ROYAL SITE
A PORTION OF LOT 39, PORT ROYAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 74, THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 39; THENCE NORTH 00°00'30" WEST, ALONG THE WEST LINE OF SAID LOT 39, A DISTANCE OF 31.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'30" WEST, A DISTANCE OF 49.48 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°35'16" EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°24'44" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 89°35'16" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 00°24'44" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0017 ACRES OR 848 SQUARE FEET, MORE OR LESS.

- SURVEYOR'S NOTES**
- THIS IS A BOUNDARY SURVEY OF THE AT&T MOBILITY LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THE SURVEYOR HAS REVIEWED THE RECORDS INFORMATION PROVIDED AND ALL PLATABLE MATTERS OF RECORD TITLE IDENTIFIED IN THE INFORMATION PROVIDED THAT ARE PERTINENT TO THE AT&T MOBILITY LEASE PARCEL, AND ITS INGRESS/EGRESS AND UTILITY EASEMENTS. IF APPLICABLE, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THE INFORMATION PROVIDED WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
 - BEARINGS SHOWN HEREON ARE ASSUMED AND BASED BY THE EAST BIGHT OF WAT LINE OF LANTANA LANE, AS BEING NORTH 00°00'30" WEST, PER PORT ROYAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 74, THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
 - UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
 - PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
 - AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 1202 (2004), DATED MAY 16, 2012, THE AT&T MOBILITY LEASE PARCEL DEPICTED HEREON LIES IN ZONE "AE" WITH A BASE FLOOD ELEVATION OF 9' SPECIAL FLOOD HAZARD AREAS SUBJECT TO FUNDATION BY 15 ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATION DETERMINED.
 - 10' DENOTES DESCRIPTION; 1FF DENOTES FIELD MEASURED; 1P1 DENOTES PLAT(1) DENOTES CALCULATED.
 - GEODETIC AND VERTICAL INFORMATION SHOWN HEREON IS BASED ON G.P.S. OBSERVATIONS PERFORMED HOLDING WGS 84 STATION DESIGNATION CO. 30, N.A.D.83(1985), ELEVATION: 3.73 FEET (N.A.V.D.1988). SITE BENCHMARK IS A SET IN NAIL AND DISK L.B. NO.088, ELEVATION: 3.38 FEET (N.A.V.D.1988). AS SHOWN HEREON, ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (M.S.L.).
 - ALL GEODETIC AND VERTICAL DATA, DEPICTED HEREON IS WITHIN THE 10 ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A.
 - THE DISTANCE TO THE NEAREST ADJACENT RESIDENCE IS SHOWN HEREON.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON DECEMBER 04, 2024, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 64-N, FLORIDA ADMINISTRATIVE CODE.

KYLE B. MITCHELL, P.A.S., No. 0088
CERTIFICATE OF AUTHORIZATION No. L.S. 0088
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND SEALER.

CONTINUED TO AND FOR THE EXCLUSIVE BENEFIT OF
AT&T MOBILITY
ITS APPLICABLE SUBDIVISIONS AND LICENSES.

LINE DATA

TO/FROM	BEARING	DISTANCE
L1	N 00°00'30"W	31.09'
L2	N 00°00'30"W	49.67'
L3	S 89°35'16"E	28.00'
L4	S 00°24'44"W	28.00'
L5	N 89°35'16"W	23.00'
L6	S 00°24'44"W	21.00'
L7	N 89°35'16"E	21.00'
L8	S 00°24'44"W	21.00'
L9	N 89°35'16"E	21.00'
L10	S 00°24'44"W	21.00'
L11	N 00°24'44"E	51.00'

POINT OF COMMENCEMENT
AT&T MOBILITY LEASE PARCEL, INGRESS/EGRESS EASEMENT, SOUTHWEST CORNER LOT 39

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
MARCH 02, 2025	K. MITCHELL	REVISED LP AND I.E. EASEMENT			

ADVANCED LAND SURVEYING & MAPPING
S.P.E. and Computerized Survey Systems

G.D. BOGgs, INC.
ORLANDO, FL 32805-0008
PHONE 407.228-8208
FAX 407.228-8279

BOUNDARY SURVEY
PREPARED FOR
AT&T MOBILITY
PORT ROYAL SITE
A PORTION OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE	6. MITCHELL
FIELD DATE	DEC 04, 2024
FIELD TIME	2:00P
SCALE	1" = 10'
PROJECT NO.	104-013
FILE NAME	104-013-004
SHEET	1 OF 1



at&t
 AT&T MOBILITY CORPORATION
 1101 GREENWOOD BLVD.
 LAKE WALKER, FL 32746

Mastec
 Network Solutions
 2300 BUNNARD CENTER PARKWAY
 MARIETTA, FL 32751
 PHONE: (351) 371-5594

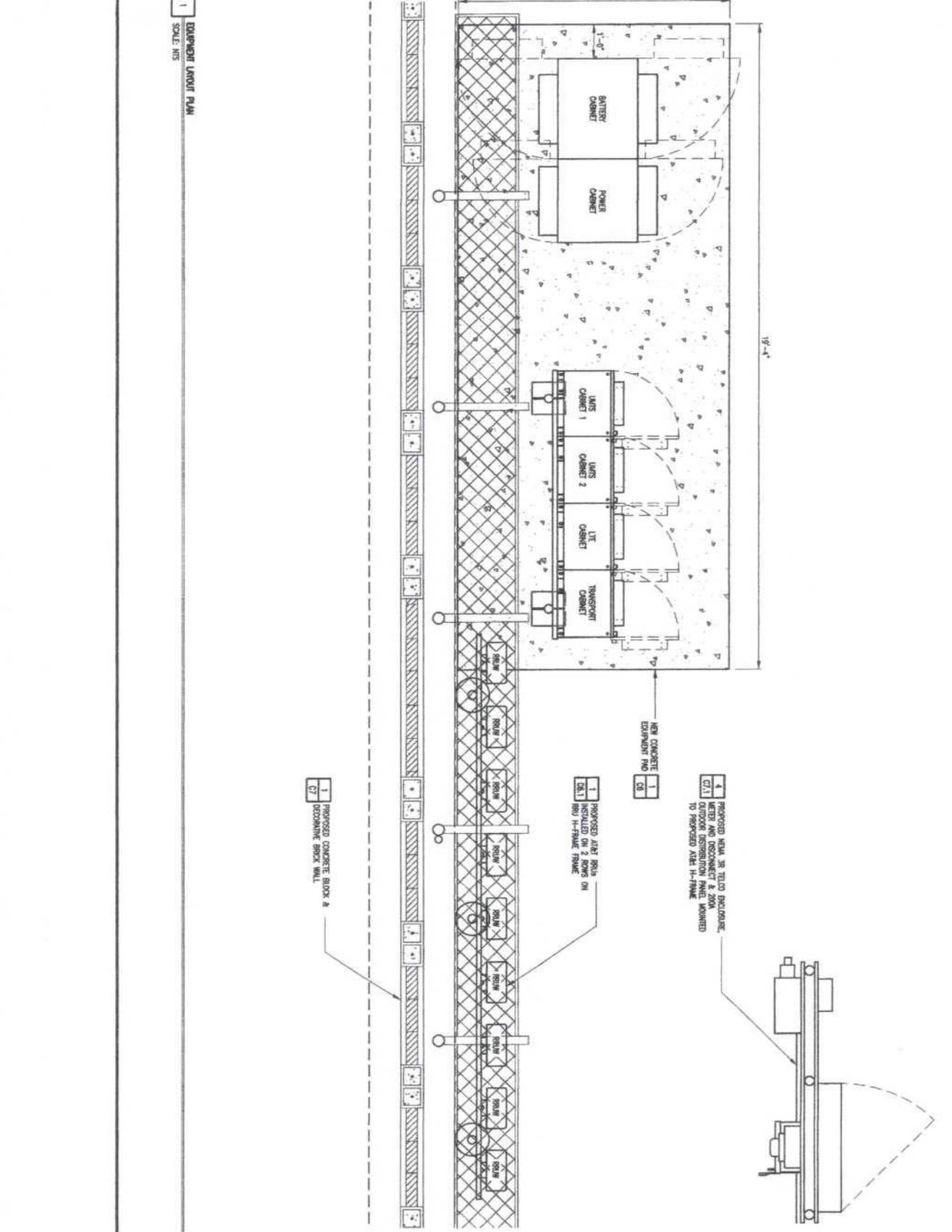
AW Solutions
 300 ORANGE CREEK CENTER DRIVE
 ORLANDO, FL 32835
 TEL: 407.260.0231
 FAX: 407.260.0749
 FL. CO#42 28863

DATE	BY	DESCRIPTION
05/23/13	AW	ISSUED FOR CONSTRUCTION
07/09/13	AW	ISSUED FOR REVIEW

STATE OF FLORIDA
 ENGINEER
 No. 544073
 EMANUEL POLINA
 1718 N. W. 13th St.
 Ft. Lauderdale, FL 33304

SITE NAME: PORT ROYAL
 ADDRESS: 2985 LANTERN LANE
 WYCKSA, FL 34182
 PHONE: 10155001
 SITE TYPE: NEW SITE BUILD

SHEET TITLE:
EQUIPMENT LAYOUT PLAN
 SHEET NUMBER:
C2



EQUIPMENT LAYOUT PLAN
 SCALE: NTS

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.