

FIRST AMENDMENT TO
TOWER AND GROUND SPACE LEASE
Fort Clarke Substation Tower

This First Amendment to Tower and Ground Space Lease, (hereinafter referred to as "First Amendment") is made this 1st day of April 2002, by and between City of Gainesville, Gainesville Regional Utilities, a Municipal Corporation, whose address is P.O. Box 147117, Station A-136, Gainesville, Florida 32614-7117, (hereinafter referred to as "Lessor"), and Powertel/Jacksonville MTA, Inc., whose address is 1233 O.G. Skinner Drive, West Point, Georgia 31833, (hereinafter referred to as "Lessee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee entered into that certain Tower and Ground Space Lease Agreement dated June 21, 2000, hereinafter referred to as the "Lease Agreement," for the lease of certain space at the 170 foot level (approximate) of Lessor's Tower ("Tower Space") and approximately 460 square feet of ground space on Lessor's real property ("Ground Space"), collectively the "Leased Premises" located in Alachua County, Florida; and

WHEREAS, during the tower studies conducted by Lessee it was discovered that Lessor's existing 190' self supporting tower cannot accommodate Lessee's communication equipment; and

WHEREAS, Lessee is willing to construct a new 190' monopole to accommodate the Lessor, Lessor's existing user, Lessee, plus one additional new user, and to dismantle Lessor's existing tower structure; and

WHEREAS, Lessor and Lessee desire to amend certain terms and conditions set forth in said Lease Agreement to reflect the new understanding and agreements of the parties relating thereto.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the parties hereto do hereby agree as follows;

1. The parties acknowledge and agree the foregoing recitations are true and correct and the same are hereby incorporated herein by reference.
2. Lessee shall construct a new one hundred ninety foot (190') monopole structure (the "Replacement Tower") on the Lessor's Property to accommodate Lessee's communication equipment, Lessor's communication equipment, Lessor's existing users communication equipment plus one (1) additional user's communication equipment.
3. Lessee shall prepare, at its expense, in joint participation with Lessor, all necessary drawings and plans, which Lessor shall have the right to approve, and Lessor agrees to participate in the filing of all required applications with the appropriate zoning authority

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to secure the proper zoning and/or site planning of the Replacement Tower and all required applications with the Federal Aviation Administration ("FAA") and secure all required FAA approvals. Lessee shall be responsible, at its expense, for obtaining all required items including, but not limited to, surveys, tests, engineering drawings, etc., that would generally be associated with the construction of a communication tower.

4. Upon completion of the Replacement Tower, Lessee shall, at its expense, relocate Lessor's antennas on the Replacement Tower. Said relocation expenses shall be considered a part of the construction costs of the Replacement Tower. Lessor's existing user, pursuant to the terms and conditions of its Tower and Ground Space Lease with Lessor and subject to Lessee's reasonable conditions, shall cause its equipment to be removed from the existing Tower and its equipment shelter to be moved, if necessary, such that the existing Tower may be disassembled and removed, and may relocate its equipment to the Replacement Tower at the same height as it is located on the existing tower.
5. Upon completion of construction of the Replacement Tower and the relocation of Lessor's and Lessor's existing user's equipment thereon, the existing one hundred ninety foot (190') tower shall be dismantled and removed by Lessee. Lessee shall place the dismantled structure at a location in close proximity to the Leased Premises as specified by Lessor. Lessor shall retain ownership in the old structure and may receive any salvage value associated with said structure.
6. Upon completion of the construction of the Replacement Tower, ownership and title to the Replacement Tower shall be transferred by Lessee to Lessor.
7. At such time as an additional user enters into a lease agreement with Lessor for space on the Replacement Tower, and in consideration of Lessee constructing the Replacement Tower, Lessor hereby agrees to abate fifty percent (50%) of Lessee's then existing monthly rental payments until such time as Lessee has been fully reimbursed for 100% of the total cost for the construction of the Replacement Tower. Lessee shall provide Lessor with documentation substantiating the total cost for the construction of the Replacement Tower. After Lessee shall be fully reimbursed as contemplated herein, Lessee will commence paying the full monthly rental payments.
8. It is the intention of the parties hereto, that in the event of any conflict between the terms of the Lease and this First Amendment, this First Amendment shall prevail and any conflicting language, terms or provisions in the Lease shall be inoperative. However, all terms and conditions of the Lease not inconsistent herewith shall remain in full force and effect. Capitalized terms in this First Amendment shall have the same meaning as are given in the Lease, unless otherwise defined in this First Amendment.
9. The amended term of this Lease shall be five (5) years, commencing on April 1, 2002, or on the first day of the month following the date on which the Lessor is notified in writing by the Lessee that Lessee is ready to begin installation of its communications equipment on the Premises, whichever is earlier.

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10. All provisions of the Lease not modified by this First Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

LESSOR:

LESSEE:

**City of Gainesville,
Gainesville Regional Utilities**

Powertel/Jacksonville MTA, Inc.

By: _____

By: _____

As: _____

As: _____

WITNESS:

WITNESS:

Approved as to Form and Legality:

Raymond O. Manasco, Jr.
Utilities Attorney

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