

HTT LAND HOLDING, LLC., LICENSE AGREEMENT

(Reference # _____)

THIS LICENSE AGREEMENT (“Agreement”) is made this ____ day of _____, 2017,

BETWEEN: HTT LAND HOLDING, LLC, a Florida limited liability company, ("Licensor"), with a place of business at 800 S. Osprey Avenue, Sarasota, Florida 34236

AND:

MANATEE COUNTY, a political subdivision of the State of Florida ("Licensee").

STATEMENTS OF FACT:

- A. Licensor has an Easement Agreement with the owner of certain real property located at 11708 Fruitville Road, Sarasota, Florida 34241, Sarasota County, Florida, at the geodetic coordinates of Latitude N27 17 16.60 (NAD83), Longitude W82 21 30.53 (NAD83) with a ground elevation of 39.0 feet (NAVD88), using a USGS map (the "Tower Site"); and
- B. Located on the Tower Site is a 310' foot steel structure (the "Tower"), which is owned and operated by Licensor; and
- C. Licensee wishes to install, operate and maintain certain radio equipment ("Equipment") on the Tower and at the Tower Site. The Equipment and specifications for such are more particularly described in Exhibits “A,” “A-1,” “A-2,” A-3” and “A-4” attached hereto; additionally, the location of the Equipment on the Tower is graphically indicated in Exhibit “B” attached hereto. Any deviation from the referenced installation may be made only with the prior consent of Licensor and may result in a modification of the rent; and
- D. Due to the critical nature of the use of the Tower Site and Tower and the issue of Public Safety, Licensee in the event of any casualty, either insured or not, may need to install temporary services at the Tower Site and Tower to eliminate down time and emergency communications.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective Date/Due Diligence Period.

This Agreement shall be effective on the date of full execution hereof (“Effective Date.”) Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Section 3 below (“Due Diligence Period”), Licensee shall only be permitted to enter the Tower Site and Tower

only for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Licensee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Tower Site and Tower. Upon Licensee request, Licensor agrees to provide promptly to Licensee copies of all plans, specifications, surveys and Tower maps for the Tower Site and Tower. The Tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates. In the event that Licensee determines, during the Due Diligence Period, that the Tower Site and Tower are not appropriate for Licensee's intended use, or if for any other reason, Licensee decides not to commence its tenancy of the Tower Site and Tower, then Licensee shall have the right to terminate this Agreement without penalty upon written notice to Licensor at any time during the Due Diligence Period and prior to the Term Commencement Date. Licensor and Licensee expressly acknowledge and agree that Licensee's access to the Tower Site and Tower during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Licensee shall not be considered an owner or operator of any portion of the Tower Site and Tower, and shall have no ownership or control of any portion of the Tower Site and Tower (except as expressly provided in this Section 1), prior to the Term Commencement Date.

2. Grant.

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee the non-exclusive and personal right to install, operate, maintain, repair, replace and upgrade the Equipment.

3. Term.

3.1 The Initial term of this Agreement ("Term") shall be for fifteen (15) years, commencing on the date last executed below.

3.2 Licensee is hereby granted an option to extend the Term of this Agreement in one-year increments for a total of fifteen years (each an "Option Period"), provided Licensee is not in default under this Agreement. Any such Option Period shall be deemed automatically exercised and granted unless Licensee gives Licensor at least one hundred twenty (120) calendar days' written notice prior to the expiration of the Term or Option Period then in effect, as the case may be, of Licensee's election not to exercise such option. TIME IS OF THE ESSENCE with respect to the giving of such notice.

3.3 All the terms and conditions of this Agreement shall be in effect during each Option Period except that the License Fee for each year during any Option Period shall be increased in accordance with the terms of Section 4.3 below, together with all additional fees specified in this Agreement.

4. License Fee and Taxes.

4.1 During the Term, Licensee shall pay to Licensor a monthly fee of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars ("License Fee").

All payments shall be made under the Local Government Prompt Payment Act. [Section 218.70 et. seq., Florida Statutes]

- 4.2 The License Fee for the remaining months of the Term shall be payable on the first day of each month.
- 4.3 The License Fee shall increase each year on the anniversary of the Commencement Date by two and three quarter percent (2.75%).

5. Installations, Maintenance and Regain.

- 5.1 It is hereby agreed that Licensee shall be solely responsible, at its own cost and expense, for obtaining and maintaining governmental approvals that may be required by any federal, state or local authority for the uses and improvements desired by Licensee pursuant to this Agreement. Licensor agrees to cooperate with Licensee in Licensee's efforts to obtain such governmental approvals by executing any consent reasonably necessary to obtain such approvals. Licensee will be required to furnish evidence of all approvals to Licensor prior to erecting the Equipment. Under no circumstances shall Licensee make application to any local governmental body or board without first obtaining the express written consent of Licensor.
- 5.2 All costs of installation, maintenance, repairs, replacement, upgrade, or removal, (collectively, "Repairs") of or to the Equipment shall be the sole responsibility of Licensee. Licensee shall provide Licensor with plans and specifications of scheduled Repairs of Equipment on the Tower at least ten (10) calendar days prior to the date upon which the Repairs are intended to be commenced. As a public safety entity, Licensee shall have the right of access to make any Emergency Repairs as necessary. Plans and specifications for any Emergency Repairs will be provided to the Licensor within ten (10) calendar days following the execution of such Emergency Repairs.
- 5.3 Repairs to Equipment in structures on the Tower Site, excluding the Tower, may be completed by Licensee on a twenty-four (24) hour per day, seven (7) day per week basis. Notwithstanding this Section 5.3, compliance with all the terms and conditions of this Agreement shall be a condition precedent to access to the Tower Site. Notwithstanding anything in this Agreement to the contrary, Licensee shall give Licensor at least two (2) business days' prior written notice of removal of any Equipment on the Tower Site.
- 5.4 With respect to all Repairs to Equipment performed by Licensee or its agents, contractors or employees anywhere on the Tower Site and Tower, Licensee represents and warrants that it shall comply with all laws, regulations, promulgations and directives administered by the United States Occupational Safety and Health Administration ("OSHA"), including, but not limited to, with respect to preventive fall protection to any person or persons ascending or descending the Tower and the related use of preventive devices such as safety belts, straps, harnesses, cables and

lanyards. Licensee shall provide any and all OSHA-approved devices, equipment, products or systems as may be necessary for the completion of said Repairs. The condition and reliability of such devices, equipment, products or systems shall be determined in the sole judgment of Licensee, and Licensor makes no representation or warranty to Licensee as to the fitness of such devices, equipment, products or systems for any particular use or purpose.

- 5.5 All portions of the Equipment brought onto the Tower Site and Tower by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term upon two (2) business days' written notice to Licensor for removal of equipment on the Tower. Licensor covenants and agrees that no part of the Equipment constructed, erected or placed on the Tower Site and Tower by Licensee will become, or be considered as being affixed to or a part of, the Tower Site, it being the specific intention of the Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Tower Site and Tower will be and remain the property of the Licensee and may be removed by Licensee at any time during the Term upon two (2) business days' written notice to Licensor for removal of equipment on the Tower. On the Expiration Date or sooner termination of this Agreement, Licensee shall vacate the Tower Site and Tower, including removal of its Equipment. Removal of Equipment shall be conducted as any other Repair pursuant to this Section 5. Licensee shall surrender the licensed area in good condition, reasonable wear and tear accepted. Licensee's obligations under this Section 5.5 shall survive the Expiration Date or sooner termination of this Agreement.
- 5.6 Notwithstanding anything in this Agreement to the contrary, in the event that the Equipment poses a threat, in Licensor's sole discretion, to the safety of persons, the Tower Site, Tower or other persons' equipment, Licensor may direct Licensee to make the Emergency Repairs within a time period specified by Licensor.
- 5.7 Licensor undertakes and assumes no responsibility, and shall have no obligation, to monitor, control, or determine the safety of Licensee's operations or the safety of its transmissions, either considered alone, or in combination with the operations or transmissions of one or more other licensees of the Tower Site or otherwise. The responsibility for determining the Licensee's operations and transmissions are safe and pose no hazard to life or property shall be the sole responsibility of Licensee, either alone or in combination with other licensees. Licensor does not warrant the safety of any transmissions from the Tower, and makes no warranties or representations as to what radiation may or may not be emitted from the Tower by any single licensee or by any combination of licensees.
- 5.8 Licensee agrees to cooperate with Licensor in the implementation of Licensor's safety program at the Tower Site and on the Tower, and enabling Licensor to remain in compliance with all FCC and OSHA regulations.

- 5.9 Licensor acknowledges that it, and not Licensee, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"). Should Licensor be cited by either the FAA, or the FCC because the Tower is not in compliance, and should Licensor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Licensee may terminate this Agreement on thirty (30) calendar days' written notice to Licensor.
- 5.10 Licensor acknowledges that it, and not Licensee, shall be responsible to maintain the structural integrity of the tower in a manner suitable for a public safety licensee. At no time, shall the Licensor allow additional lessees and or equipment loads on the tower structure such that it would result in an overstressed condition in any tower member or foundation. Prior to placement on the tower, all potential new loads on the tower must undergo a structural analysis performed by a professional engineer licensed in the State of Florida.
- 5.11 Licensee will utilize the backup power generator and shelter located at the Tower Site owned by Sarasota County for its backup power and equipment needs.

6. Permitted Frequency.

- 6.1 The Equipment shall be used for microwave transmit/receive operation in the 6 and 11 GHz bands. While Licensee is permitted to use the entire band of transmit and receive frequencies set forth above, Licensee shall provide Licensor with written notification of its actual frequencies prior to commencing operations at the Tower Site. Licensee shall also provide Licensor with notification of any change to its actual frequencies prior to such change being effectuated. Licensee shall provide Licensor with a copy of Licensee's FCC license promptly upon issuance. At such time the FCC license shall be deemed incorporated into this License Agreement as Exhibit "C". Licensee shall notify Licensor immediately upon any change in the status of its FCC License. Licensee shall be permitted to alter its transmit and receive frequencies as it needs, without Licensor approval, provided said alterations violate no other provisions of this Agreement, including, but not limited to, those interference provisions below.
- 6.2 If the Equipment causes transmission or receiving interference to any other user of the Tower Site and Tower due to (a) a malfunction of the Equipment; and (b) a failure by Licensee to operate the Equipment in conformance with FCC regulations, promulgations or orders or the Equipment manufacturer's specifications, Licensee shall, within ten (10) calendar days' written notice by Licensor to Licensee, take any and all steps or Repairs to the Equipment necessary to eliminate the interference, notwithstanding that the user who is the recipient of the interference began its operations at the Tower Site and Tower prior or subsequent to Licensee. If the interference is not eliminated within said ten (10) calendar day

period, Licensee shall cease all operations of the Equipment causing the interference except for short tests necessary for the elimination of the interference; provided, however, that said tests shall be conducted at such times and in such manner as are previously approved by Licensor, in its sole and absolute discretion. Licensor warrants that substantially similar language as contained in this Section 6 is included in all leases, licenses or other agreements for use or occupancy of the Tower Site and Tower, and shall diligently enforce such provision against all other users of the Tower Site and/or the Tower.

- 6.3 If the Equipment causes transmission or receiving interference to any other user of the Tower Site and Tower and said interference is not due to the causes specified in Section 6.2 (a) or (b) of this Agreement, Licensee shall, within ten (10) calendar days' written notice by Licensor to Licensee, take any and all steps or Repairs to the Equipment necessary to eliminate the interference only to those users of the Tower Site and Tower who are present on the Tower Site or Tower prior to the date of this Agreement.
- 6.4 All Repairs necessary by Licensee to eliminate interference shall be performed pursuant to Section 5 of this Agreement.
- 6.5 Notwithstanding anything herein to the contrary, failure by Licensee to eliminate the interference shall be a Default pursuant to Section 11 of this Agreement.
- 6.6 If another user of the Tower Site and Tower causes transmission or receiving interference with Licensee's operation of the Equipment, Licensor shall attempt to cause said interference to be eliminated; provided, however, that Licensor shall be under no obligation to eliminate interference (a) until Licensee provides Licensor with proof (deemed sufficient by Licensor in Licensor's reasonable discretion) of the source and cause of the interference; or (b) if the interference is caused by (i) a defect in the Equipment, (ii) a faulty design of Licensee's system, or (iii) the manner in which the Equipment was installed.
- 6.7 If Licensor is obligated to attempt to eliminate interference pursuant to Section 6.6 of this Agreement and is unable to eliminate the interference within thirty (30) calendar days of written notice thereof by Licensee, Licensee shall be permitted to terminate this Agreement and remove the Equipment from the Tower Site and Tower. Removal of the Equipment shall be performed as a Repair pursuant to Section 5 of this Agreement.

7. Access to the Tower Site.

Subject to any applicable restrictions of municipal authorities, Licensee shall have a non-exclusive right, seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle through the Tower Site from the closest public right of way. Licensee shall permit only Manatee County employees or contractors to enter the Tower Site and Tower and only for monitoring and Repairs to the Equipment.

8. Electric Power.

Licensee shall have the sole responsibility for the provision of electricity to the Equipment. Licensee shall be obligated to either (a) install a separate electricity meter, or (b) utilize the utility connection provided by Sarasota County. Notwithstanding (a) and (b) above, the License Fee shall not include consideration for the cost of electricity used by Licensee. Licensor will reasonably cooperate with any utility company requesting an easement over, under and across the Tower Site in order for the utility company to provide service to the Licensee.

9. Insurance.

The Licensee is self-insured for all liability claims and related expenses pursuant to the provisions of Section 768.28, Florida Statutes.

10. Limit of Liability.

If it is required to monitor radiation emitted from the Tower by a governmental authority, Licensor shall have no responsibility or obligation to Licensee to monitor, control or determine the safety of Licensee's operations, considered alone or in combination with other licensees of the Tower. Licensor does not warrant what radiation may or may not be emitted from the Tower by any single licensee or by any combination of licensees.

11. Failure to Perform, Defaults, Remedies.

11.1 Each of the following events shall constitute a "Default" by Licensee:

- (a) If Licensee shall (i) make an assignment for the benefit of creditors; (ii) file or acquiesce to a petition in any court (whether or not pursuant to any statute of the United States or of any State) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; or (iii) make an application in any such proceedings for or acquiesce to the appointment of a trustee or receiver for it or any portion of its property.
- (b) If any petition shall be filed against Licensee, to which Licensee does not acquiesce in any court (whether or not pursuant to any statute of the United States or any State) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; and (i) Licensee shall thereafter be adjudicated as bankrupt; or (ii) such petition shall be approved by any such court; or (iii) such proceedings shall not be stayed, dismissed, discontinued or vacated within ninety (90) calendar days.
- (c) If, in any proceeding, pursuant to the application of any person other than Licensee, to which Licensee does not acquiesce, a receiver or trustee shall be appointed for Licensee, or for all or any portion of the property of either, and such receivership or trusteeship shall not be set aside within one hundred twenty (120) calendar days after such appointment.
- (d) If Licensee shall fail to pay the License Fee, or any other charge required to be paid by Licensee hereunder, when the same shall become due and

payable, in accordance with the local Government Prompt Payment Act, Florida Statute 218.70 et seq.,

- (e) If Licensee shall fail to perform or observe any other requirement of this Agreement to be performed or observed by Licensee but not specifically referred to in this Section 11, and such failure shall continue for thirty (30) calendar days (or such shorter period as may be specifically required pursuant to another provision of this Agreement) after Licensor shall give notice of the failure to Licensee, or in case the failure be of such nature that it cannot be cured within said period of thirty (30) calendar days, then if Licensee shall fail within said thirty (30) calendar day period to commence to cure such Default and thereafter to diligently pursue completion of said cure.
- (f) This Agreement is subject to the following limitation: if at any time a Default shall occur, then upon the happening of any one or more of the aforementioned Defaults, Licensor may give to Licensee a notice of intention to end the Term of this Agreement at the expiration of thirty (30) calendar days from the date of service of such notice of termination. At the expiration of such thirty (30) calendar days, this Agreement and the Term, as well as all of the right, title and interest of the Licensee hereunder, shall wholly cease and expire, and Licensee shall then quit and vacate the Tower Site and Tower. Notwithstanding such termination, surrender and the expiration of Licensee's right, title and interest, Licensee's liability under all of the provisions of this Agreement shall continue.

11.2 Each of the following events shall constitute a "Default" by Licensor:

- (a) If Licensor shall fail to perform or observe any other requirement of this Agreement to be performed or observed by Licensor but not specifically referred to in this Section 11, and such failure shall continue for thirty (30) calendar days (or such shorter period as may be specifically required pursuant to another provision of this Agreement) after Licensee shall give notice of the failure to Licensor, or in case the failure be of such nature that it cannot be cured within said period of thirty (30) calendar days, then if Licensee shall fail within said thirty (30) calendar day period to commence to cure such Default and thereafter to diligently pursue completion of said cure.
- (b) This Agreement is subject to the following limitation: if at any time a Default shall occur, then upon the happening of any one or more of the aforementioned Defaults, Licensee may give to Licensor a notice of intention to end the Term of this Agreement at the expiration of thirty (30) calendar days from the date of service of such notice of termination. At the expiration of such thirty (30) calendar days, this Agreement and the Term, as well as all of the right, title and interest of the Licensee hereunder, shall wholly cease and expire, and Licensee shall then quit and vacate the Tower Site and Tower.

- 11.3 In case of re-entry, repossession or termination of this Agreement, whether the same is the result of this institution of summary or other proceedings or not, Licensee shall remain liable (in addition to accrued liabilities) to the extent legally permissible for (a) the (i) License Fees, and all other charges provided for herein until the date this Agreement would have expired had such termination, re-entry or repossession not occurred; and (ii) reasonable expenses to which Licensor may be subject to by re-entering the licensed space or repossessing the same; making good any Default of Licensee; relicensing the same (including reasonable disbursements, marshal's fees, brokerage fees, in so doing); minus (b) the net proceeds of any relicensing. Licensee agrees to pay to Licensor the difference between the items noted in this Section 11.2 (a) and (b) hereinabove with respect to each month, at the end of such month; Licensor shall use its best faith efforts to mitigate its damages in the event of a Default hereunder by Licensee.
- 11.4 If Licensor so elects as an alternative to the remedies set forth in Section 11.2 above, Licensee shall pay Licensor, on demand, as liquidated, agreed final damages and not as penalty, an amount equal to one (1) year License Fee. Upon payment of such liquidated and agreed final damages, Licensee shall be under no further liability with respect to this Agreement after the date of such demand, including, but not limited to any obligations under Section 11.2 of this Agreement.
- 11.5 If Licensee shall be in Default hereunder, Licensor may, at any time thereafter, cure said default for the account and at the expense of Licensee. Licensee shall pay, with interest at a rate of the lesser of eighteen percent (18%) per annum or the maximum statutory interest rate, to Licensor on demand the amount so paid, expended or incurred by the Licensor and any expense of Licensor including, but not limited to, attorneys' reasonable fees incurred in connection with such Default; and all of the same shall be deemed to be an additional License Fee.
- 11.6 Except as specifically set forth herein, with respect to the rights and remedies of and waivers by Licensor: (a) the rights and remedies of Licensor set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All such rights and remedies shall be cumulative and not exclusive of each other; (b) a single or partial exercise of a right or remedy shall not preclude (i) a further exercise thereof or (ii) the exercise of another right or remedy, from time to time; (c) no delay or omission by Licensor in exercising a right of remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default; (d) no waiver of a Default shall extend to or affect any other Default or impair any right or remedy with respect thereto; (e) no action or inaction by Licensor shall constitute a waiver of a Default; and (f) no waiver of a Default shall be effective, unless it is in writing.

12. Assignment/Sublicense.

This Agreement may be sold, assigned or transferred by Licensee without any prior approval or consent of the Licensor ((but upon written notice to Licensor within forty five (45) calendar days of such occurrence)) to the Licensee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires

all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Tower Site and Tower are located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Licensor, which such consent will not be unreasonably withheld or delayed. Prior to any such assignment being effectuated to other parties, however, Licensor may require financial information of a proposed assignee and may reject any proposed assignee and related assignment if said financial information is not satisfactory to Licensor in Licensor's sole and absolute discretion. If such assignee shall fail, refuse or be unable to provide such financial information, the parties hereto agree that such assignment may take place but Licensee, as assignor, shall remain liable for the performance of all obligations and the payment of all monies due under this Agreement should the assignee fail or refuse to perform or pay such sums hereunder.

13. Fire and Casualty.

- 13.1 If the Tower Site and/or Tower is/are damaged by fire or other insured casualty so as to prevent Licensee's use of the Licensed Space, Licensor will give Licensee notice of the time which will be needed to repair such damage, as determined by Licensor in its sole discretion, and the election (if any) which Licensor has made according to this Section 13. Such notice will be given before the thirtieth (30th) calendar day (the "Notice Date") after the fire or other insured casualty.
- 13.2 If the Tower Site and/or Tower is/are damaged by fire or other insured casualty to an extent which may be repaired within ninety (90) calendar days of the commencement of repair, as determined by Licensor, Licensor will repair the damage within ninety (90) calendar days after the Notice Date. In that event this Agreement will continue in full force and effect that License Fees will be abated from the date of the fire or other insured casualty until the date of the completion of such repairs (the "Repair Period").
- 13.3 If the Tower Site and/or Tower is/are damaged by fire or other insured casualty to an extent which may not be repaired within ninety (90) calendar days after the commencement of repair, as determined by Licensor, then (a) Licensor may cancel this Agreement as of the date of such damage by written notice given to Licensee on or before the Notice Date; or (b) Licensee may cancel this Agreement as of the date of such damage by written notice given by Licensor within ten (10) calendar days after Licensor delivery of a notice that the repairs cannot be made within such ninety (90) calendar day period. If neither Licensor nor Licensee so elects to cancel this Agreement, Licensor will repair the Tower Site and/or Tower, and License Fees will be abated during the Repair Period.

14. Condemnation.

If the Tower Site and Tower or any portion thereof shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions the Licensor shall grant an option to

purchase and/or shall sell and convey the Tower Site and Tower, or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Agreement, at the option of the Licensor, shall terminate and the Term hereof shall end as of such date as the Licensor shall fix by notice in writing; and the Licensee shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Licensee to damages, if any, are hereby assigned to the Licensor. The Licensee agrees to execute and deliver any instruments, at the expense of the Licensor, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Licensee covenants and agrees to vacate the Tower Site and Tower, remove all of the Licensee's personal property therefrom and deliver up peaceable possession thereof to the Licensor or to such other party designated by the Licensor in the aforementioned notice. Licensee may file a claim for any loss of Licensee's Property; moving expenses; or for damages for cessation or interruption of Licensee's business, provided such claim will not diminish Licensor's recovery. Licensee will be entitled to reimbursement for any prepaid License Fee.

15. Termination.

Notwithstanding anything in this Agreement to the contrary, Licensor may terminate this Agreement immediately upon written notice to Licensee if (a) termination of this Agreement is required by the FCC; or (b) Licensor receives notice from the FCC of a major violation of the Federal Communications Act of 1934, as amended, or the rules and regulations promulgated there under, arising out of the presence or use of the Equipment. Licensee may terminate this Agreement without further liability on sixty (60) calendar days' prior written notice to Licensor in the event that (i) Licensor commits a material breach of this License and fails to cure such breach within thirty (30) calendar days from receiving written notice; (ii) changes in federal, local or state laws or FCC regulations render Licensee unable to operate the Equipment; or (iii) Licensee is unable, after diligent efforts, to obtain or maintain any license, permit or approval required for the installation and operation of the Equipment.

16. Subordination.

Notwithstanding the above, this Agreement shall not be a lien against the Tower Site or Tower and shall be subject and subordinate to any mortgages, or ground or master leases that are, now or may hereafter be placed upon the Tower Site. All such mortgages, or ground, or master leases shall have preference and precedence, and be superior and prior in lien to this Agreement, irrespective of the date of recording. This provision shall be self-operative and no further instrument of subordination shall be required. Nevertheless, Licensee agrees to execute without cost any instruments, which Licensor may deem necessary or desirable to confirm the subordination of this Agreement. A refusal by the Licensee to execute such instruments shall constitute a Default under this Agreement.

17. Attornment.

- 17.1 If the Tower Site or Tower are encumbered by a mortgage and such mortgage is foreclosed, or if the Tower Site or Tower are sold pursuant to such foreclosure or by reason of a default under said mortgage, then notwithstanding such foreclosure, sale or default (a) Licensee shall not disaffirm this Agreement or any of its obligation hereunder; and (b) at the request of the applicable mortgagee or purchaser of such foreclosure or sale, Licensee shall attorn to such mortgagee or purchaser and execute a new license for the licensed space setting forth all of the provisions of this Agreement except that the term of such new agreement shall be for the balance of the Term.
- 17.2 Licensor shall attempt to obtain from all future mortgagees a non-disturbance agreement in favor of Licensee for so long as Licensee is not in default under this Agreement, and provided Licensee agrees to attorn to said mortgagee in the event it comes into possession of the Tower Site or Tower.

18. Construction Liens.

In the event any Notice of Unpaid Balance and Right to File Lien or Construction Lien Claim shall at any time, whether before, during or after the Term, be filed against any part of the Tower Site or Tower pursuant to and in accordance with the Construction Lien Law (Florida Statutes, Title XL, Chapter 713) by reason of work, labor, services or materials performed for or furnished by Licensee or to anyone holding the licensed space through or under Licensee, Licensee shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Licensor. If Licensee shall fail to cause such lien to be discharged or bonded within twenty (20) calendar days after being notified in writing of the filing thereof, then, in addition to any right or remedy of Licensor, Licensor may discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor and all costs and expenses (including reasonable attorneys' fees incurred by Licensor in procuring the discharge of such lien) shall be due and payable by Licensee to Licensor as an additional License Fee upon demand.

19. Hold Over.

If Licensee shall hold-over after the Expiration Date or sooner termination of this Agreement, all of the provisions and conditions of this Agreement pertaining to the obligations of Licensee shall remain in full force and effect, except that the License Fee for the hold-over period shall be double the License Fee for the last month of the Term of this Agreement.

20. Compliance with all Laws.

Licensee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal governments or public authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the Tower Site, Tower or Equipment; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance

companies which have issued or are about to issue policies of insurance covering the Tower Site, Tower or Equipment for the prevention of fire or other casualty, damage or injury, at the Licensee's own cost and expense.

21. Consequential Damages.

Licensor and Licensee agree that, as to the other, Licensor and Licensee shall not have any right to sue for or collect, and Licensor and Licensee shall never have any liability or responsibility whatsoever for, any consequential or indirect damages whether proximately or remotely related to any default of the other under this License, and Licensor and Licensee hereby waive any and all such rights.

22. Entire Agreement.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. This Agreement may only be modified by a writing signed by all of the parties hereto or their duly authorized agents.

23. Severability.

If any term or provision, or any portion thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. However, if the invalid or unenforceable term or provision materially affects this License Agreement then the License Agreement may be terminated by either party on sixty (60) calendar day's prior written notice to the other party hereto.

24. Notices.

Any notices required or authorized to be sent pursuant to the provisions hereof shall be sent to the parties at their respective addresses set below. Either party hereto may change the place for the giving of notice to it by thirty (30) calendar days' written notice to the other as provided herein. Unless otherwise specified by provisions of this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by prepaid registered or certified mail, return receipt requested.

Licensor:
HTT Land Holding, LLC.
800 S. Osprey Ave., Bldg. B
Sarasota, FL 34266-7834
Phone: (941) 366-3600

Licensee:
Manatee County
Information Technology
Radio Communications
1801 5th Street West
Bradenton, FL 34206

25. Recording.

The Licensee shall have the right to record a Memorandum of this Agreement (the "Memorandum"), as shown in Exhibit "D" attached hereto and made a part hereof, reflecting only the existence of the Agreement, its Parties and its Term, at its cost and expense.

26. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

27. Waiver of Licensor's Lien.

Licensor waives any lien rights it may have concerning the Licensee Equipment which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time upon five (5) calendar days' prior written notice to Licensor; provided such removal is performed in a commercially reasonable manner and without interference to Licensor's ongoing operations.

28. Warranties.

- (a) Licensee and Licensor 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) Licensor represents and warrants that: (i) Licensor is the Lessor of the property; (ii) the Tower Site is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, agreements, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Tower Site under this Agreement; (iii) as long as Licensee is not in default then Licensor grants to Licensee actual, quiet and peaceful use, enjoyment and possession of the Tower Site; (iv) Licensor's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, Agreement or other agreement binding on the Licensor; and (v) if the Tower Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Licensor will use best efforts to provide promptly to Licensee a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

29. Hazardous Substances.

- 29.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous substance within the meaning set forth in Florida Statute 403.703 (12) on, under, about or within the Tower Site in violation of any law or regulation. Licensor represents and warrants (a) that to the best of its knowledge, information or belief, Licensor has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous substance on, under, about or within the Tower Site in violation of any law or regulation, and (b) to Licensor's

knowledge, no third party has or will use, generate, store or dispose of any Hazardous substance on, under, about or within the Tower Site in violation of any law or regulation.

29.2 Licensee reserves the right at its sole expense to provide emergency backup generated power including the fuel necessary to provide emergency backup generated power for a period of three (3) calendar days provided the fuel storage vessel is not in violation of any law or regulation.

30. Estoppel Certificates.

Within ten (10) business days after either Party shall have requested same, the other Party shall deliver a certificate to such Party, certifying to the best of its knowledge that: (a) this Agreement has not been supplemented, amended or modified in any respect, or specifying the manner in which it has been supplemented, amended or modified; (b) this Agreement is in full force and effect, or if it is alleged that this Agreement is not in full force and effect, specifying the reasons therefore; (c) there exists no default under this Agreement and no event which, with the giving of notice or lapse of time, or both, would become a Default under this Agreement, or, if there exists such Default or event, specifying the nature and extent of same; and (d) there are no defenses, set offs, recoupments, counter claims or claims of any nature whatsoever, by or on behalf of the Licensee against or with respect to this Agreement.

31. Non-appropriations.

Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Licensee shall not be construed to be or constitute general obligations, debts or liabilities of the Licensee or the State of Florida or any political subdivision or municipality thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The Licensee's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners of Manatee County, Florida. The Licensee shall promptly notify the Licensor if the necessary appropriation is not made.

32. Dispute Resolution.

32.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

32.2 In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

32.3 In regard to jurisdiction and/or venue, any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the State Courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District

of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- 32.4 The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- 32.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- 32.6 Unless otherwise agreed to in writing, the Licensor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

This area intentionally left blank.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed, attested to and sealed by their duly authorized officers, partners or individuals, as the case may be, as of the day and year first above written.

LICENSOR:

HTT LAND HOLDING, LLC.

ATTEST:

BY: _____
Robert C. Gunther, Manager

DATE: _____

LICENSEE:

**MANATEE COUNTY, a political
subdivision of the State of Florida**

**By: its Board of County
Commissioners**

By: _____
Chairperson

Date: _____

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER**

By: _____
Deputy Clerk

EXHIBIT A

CUSTOMER INFORMATION SHEET

PLEASE NOTE: We require a copy of the F.C.C. license for the station, as well as a list of personnel authorized to be at the site, along with manufacturer's specifications for all antennas. Transmit, and receive equipment (cut sheets are acceptable).

EXHIBIT A-1

TRANSMIT ANTENNA SPECIFICATIONS

See Attached

EXHIBIT A-2

RECEIVE ANTENNA SPECIFICATIONS

See Attached

EXHIBIT A-3

TRANSMITTER SPECIFICATIONS

See Attached External Specification Sheet

EXHIBIT A-4

RECEIVER SPECIFICATIONS

See Attached External Specification Sheet

EXHIBIT B

TOWER GRAPHICS SHOWING LOCATION OF EQUIPMENT

See Attached

E X H I B I T C

FCC LICENSE

See Attached

EXHIBIT D
MEMORANDUM OF AGREEMENT

This Instrument Prepared By:
XXXXXXXXXXXXXXXX

THIS SPACE RESERVED FOR RECORDING

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF AGREEMENT dated this ____ day of _____, 2017, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (the "Licensee"), and HTT LAND HOLDING, LLC, a Florida limited liability company (the "Licensor").

WITNESSETH:

WHEREAS, on the __ day of _____, 2017, Licensor and Licensee entered into a that certain License Agreement, hereinafter referred to as the "Agreement" related to certain property situated in the County of Sarasota, State of Florida as more particularly set forth in said Agreement and described in Exhibit "A" attached hereto and made a part hereof (the "Tower Site"), and

WHEREAS, the parties are desirous of placing their interest therein as a matter of public record.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto agree as follows:

1. The Agreement provides, among other things, Licensee's non-exclusive and personal right to install, operate, maintain, repair, replace and upgrade certain radio equipment on the tower and at the Tower Site.

2. The Agreement has an initial term of fifteen (15) years beginning on the _____ day of _____, 2017 with the right to extend, in one (1) year increments for up to an additional fifteen (15) years.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date hereinabove written.

Witnesses:

“Licensor”

HTT LAND HOLDING, LLC

Signature

By: _____

Name (Print)

Its: _____

Signature

Print Name: _____

Name (Print)

State of Florida)
)ss:
County of Manatee)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by _____ as _____, on behalf of HTT LAND HOLDING, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public

Print Name: _____

Commission No. _____

(SEAL)

“Licensee”

**MANATEE COUNTY, a political subdivision of the
State of Florida**

By: its Board of County Commissioners

ATTEST:

**ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER**

By: _____
Deputy Clerk

Reviewed and Approved for Content

By: _____
County Attorney