

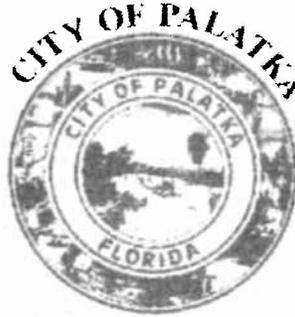
KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

ERWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

**July 23, 2010**

TO MESSRS: MARY LAWSON BROWN, ALLEGRA KITCHENS, VERNON MYERS, Jr.  
AND JAMES NORWOOD, Jr.:

You are hereby notified that a special meeting of the Palatka City Commission is called to be held on Tuesday, July 27, 2010, at the regular meeting place of the Palatka City Commission, Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, to commence at 5:45 p.m.

The purpose of the meeting is to consider the execution of a Water Tank Lease Agreement with American Messaging Services as revised per the results of discussion held at the 7/22/10 Palatka City Commission meeting.

*Karl N. Flagg*

Karl N. Flagg, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 23<sup>rd</sup> day of July, 2010.

*Mary Lawson Brown*

COMMISSIONER

*Vernon Myers*

COMMISSIONER

*James Norwood, Jr.*

COMMISSIONER

*Allegra Kitchens*

COMMISSIONER

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

WATER TOWER LEASE  
BETWEEN  
CITY OF PALATKA  
AND  
AMERICAN MESSAGING SERVICES, LLC

THIS WATER TOWER LEASE (“Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CITY OF PALATKA**, a municipal corporation organized and existing under the laws of the State of Florida, with an address of 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177, hereinafter referred to as the “Lessor”, and American Messaging Services, LLC, with an address of 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057, hereinafter referred to as the “Lessee”.

W I T N E S S E T H:

WHEREAS, Lessor is the owner of a parcel of land (the “Land”) described on Exhibit “A” attached hereunto and by reference made a part hereof; and

WHEREAS, Lessor is the owner of a 160 foot water tower (“Water Tower”) that is located on that certain tract of land more particularly described on Exhibit “A”; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor agrees to lease to the Lessee, apportion of the Water Tower (“the water Tower Space”), located at 600 Westover Drive, in the City of Palatka, in Putnam County, State of Florida, together with the non-exclusive right, privilege and easement over and across a portion of the Land for access and utility service thereto (the “Access/Utility Easement”). Said Water Tower and Access/Utility Easement are shown on Exhibit “B”, attached hereto and by reference made a part thereof, and collectively identified as the “Leased Premises”.

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

1. Leased Premises. Lessor hereby leases and lets to Lessee, and Lessee hereby leases and lets from Lessor, a portion of the Land consisting of a portion of the Water Tower (the “Water Tower Space”), together with the non-exclusive right, privilege and easement over and across a portion of the Land for parking, pedestrian and vehicular access to and from the Equipment Room Space and Water Tower Space as may be required to construct, install, operate, maintain, and repair Lessee’s Facilities, together with the right, privilege and easement over, under and across said portion of the Land for the purposes of providing and maintaining necessary utilities to Lessor’s Facilities.

A) Water Tower Space. Lessor hereby leases to Lessee space on the Water Tower to the extent necessary to enable Lessee to erect, maintain and operate antennas as part of its communications system and for no other purposes. Lessee may mount its various antennas between the 135 foot elevation and the 145 foot level of the Water Tower. The exact location between said elevations on the Water Tower will be determined by the Lessee so as to avoid interference with any of Lessor's equipment, cables, lines, antennas and/or any other property located on the Water Tower, as may be applicable.

Lessor agrees that Lessee may attaché necessary transmission lines, cables, antennas, fixtures, and other associated equipment to the water Tower Space to make said antennas operational. Lessee will provide all mounting hardware necessary for its installation. All installations shall be accomplished in accordance with specifications provided by the Lessor.

(OPTIONAL: B) Equipment Room Space. Lessee shall install (an equipment shelter(s) at the location of the Equipment Room Space to shelter its communications equipment.)

C) Access. Lessor agrees that Lessee shall have the right and non-exclusive access to the Equipment Room Space 24 hours a day, 7 days a week, as may be required to construct, install, operate, maintain and repair Lessee's Facilities.

D) Utility Service. Lessee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Leased Premises and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. Lessee shall have an electric meter installed at the Leased Premises and have the right to run necessary utility lines and other electrical equipment as maybe necessary from the utility source to the Equipment Room Space and to the Water Tower Space.

Notwithstanding anything else contained herein, at least 30 days prior to Lessee's initial installation of any equipment at the Leased Premises, lessee shall provide Lessor in writing a specific plan/diagram (equipment installation plan) depicting and describing the equipment to be installed; the location upon the Leased Premises at which the equipment is to be installed; and the location of any "easements" or corridors upon the Leased Premises within which utility or other access lines are to be located for the purpose of serving Lessee's equipment. Lessor shall, within 15 days of receipt of the equipment installation plan, either approve or object the plan. If Lessor objects, the Lessor and Lessee shall confer in an attempt to resolve Lessor's objections. In the event Lessor's objections are not resolved as a result of said conference, then this lease shall be deemed null and void and neither party shall be further obligated hereunder, or liable to each other or any third party as a result of the execution of this lease or any action previously taken in connection therewith, except that Lessee shall be liable to repair any damage to the premises or any equipment located thereon caused by Lessee's preparations or investigation undertaken in anticipation of Lessee's installation of equipment upon the premises.

Subsequent to Lessee's initial installation of equipment, and in the event Lessee at any time

during the term of this lease or any extension thereof, desires to install additional equipment upon the premises, Lessee shall follow the procedure outlined in the preceding paragraph. If Lessor objects to Lessee's equipment installation plan, and Lessor's objections are not resolved, then Lessee shall not be permitted to install the additional equipment.

For the purposes of the preceding paragraph, "equipment" shall be defined as including, but not limited to, any cable, line, antenna, shelter, structure, or other accessory or related device to be installed or located by Lessee upon Lessor's Water Tower under the purported authority of this lease agreement.

2. Review Period. The obligations of Lessee and Lessor under this lease are expressly subject to and conditioned upon Lessee's ability to use the Leased Premises for its intended use as a communications transmission/reception facility.

3. Survey. Lessee shall have the right to survey the land and the Leased Premises, at its sole expense. Upon Lessor's request, Lessee agrees to provide Lessor with a copy of the completed survey.

In the event Lessee's survey reveals any conditions or discrepancy which Lessee contends may materially affect Lessee's ability to locate its equipment or easement upon the premises, or otherwise will materially affect lessee's ability to utilize the Leased Premises for the purposes contemplated by this lease, then Lessee shall so notify Lessor and the parties shall confer in an effort to reconcile the condition or discrepancy. In the event the parties are unable to reconcile the condition or discrepancy in a manner acceptable to both, then this lease shall be considered null and void and neither party shall be further obligated hereunder, or liable to each other or any third party as a result of the execution of this lease or any action previously taken in connection therewith, except that Lessee shall be liable to repair any damage to the premises or any equipment located thereon caused by Lessee's preparations or investigation undertaken in anticipation of Lessee's installation of equipment upon the premises.

4. Initial Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date both Lessee and Lessor have executed this Agreement ("Commencement Date"). This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Lessor notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

5. Rental Fees. Within fifteen (15) days of the Commencement Date and on the first day of each year thereafter, Lessee shall pay to Lessor as rent Six Thousand and No/100 Dollars (\$6,000.00) per year ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177: Attention Woody Boynton, City Manager. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent for the previous year.

A) Extension Terms. Provided that lessee has not breached any material term of this lease during its Initial Term and this lease has not been terminated as provided herein, Lessee shall have the option to extend this lease for up to four (4) additional five (5) year terms (each an "Extension Term"). Lessee shall automatically be deemed to have exercised its option as to each Extension Term unless Lessee delivers written notice to Lessor of its desire to conclude this lease, not less than ninety (90) days prior to the end of the then existing Initial Term or Extension Term, as the case may be. During each Extension Term, all terms and conditions of this lease shall remain in full force and effect.

B) The annual rental for the first year of the (1<sup>st</sup>) Extension Term shall be Six Thousand Five Hundred Fifty-Six Dollars and Thirty-Six Cents (\$6,556.36); the annual rental for the first year of the second (2<sup>nd</sup>) Extension Term shall be Seven Thousand One Hundred Sixty-Four Dollars and Thirty-One Cents (\$7,164.31); The annual rental for the first year of the third (3<sup>rd</sup>) Extension Term shall be Seven Thousand Eight Hundred Twenty-Eight Dollars and Sixty-Four Cents (\$7,828.64); and the annual rental for the first year of the fourth (4<sup>th</sup>) Extension Term shall be Eight Thousand Five Hundred Fifty-Four Dollars and Fifty-Seven Cents (\$8,554.57).

C) If at the end of the fourth (4<sup>th</sup>) Extension Term, or earlier as provided herein, this Lease has not been terminated by either party, this lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter 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 such term.

6. Lessee's Use and Facilities. During this Lease, the Lessee shall use the Leased Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto, and shall have the right, at its expense, to construct or otherwise erect any improvements related to this purpose that Lessee deems necessary or desirable on all or any part of the Leased Premises, now or in the future with prior approval of the Lessor. Lessee shall have the right to install, construct, repair, maintain, operate or remove its communications facilities, including without limitation its equipment shelter(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Lessee's Facilities"). Title to Lessee's Facilities shall be and remain solely in Lessee. All equipment, antenna support structures and trade fixtures placed on the Leased Premises, by Lessee are and shall remain the property of the Lessee and shall not be deemed to be fixtures of the Land.

In the event that any modifications are needed to the water Tower to accommodate Lessee's Facilities, Lessee shall bear all costs associated therewith. Lessee shall submit plans and specifications to Lessor for written approval prior to commencement of any modification. Lessor may, in its sole and absolute discretion, reject Lessee's proposed modifications to the Water Tower.

Lessee's facilities shall be installed, constructed and maintained by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of other governmental authorities, affecting Lessee's Facilities or appurtenances thereto or any part thereof.

Lessor and Lessee agree that in the event the Water Tower is no longer needed for use as a water tank tower; the Lessor shall not be required to maintain the Water Tower as an existing structure. In such an event, the Lessor shall provide Lessee with a minimum of 365 days prior written notice and Lessor shall have the right (but not the obligation) to construct a replacement structure, on the Land in lieu of the Water Tower upon which Lessee may then at its option locate subject to the same terms and conditions as contained within this lease. In the event Lessor determines not to construct a replacement structure, then Lessor may terminate this Lease and reimburse Lessee the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder. The parties agree that any replacement structure shall be suitable for Lessee's intended use and built to a height at least equal to the height at which Lessee's Facilities are to be placed on the Water Tower pursuant to this lease.

At any time during this Lease, Lessee shall have the right to terminate this Lease upon the occurrence of any of the following events: (A) If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction and/or operation of the communications facility as now or hereafter intended by the Lessee cannot be obtained in Lessee's discretion, or is revoked; or (B) upon substantial detrimental interference with Lessee's operation, reception or transmission for which the Lessor or Lessor's agent or invitee is responsible and which the Lessor will not "cure" after reasonable notice, or, for which the Lessor or Lessor's invitee is not responsible but which it is not economically feasible for Lessee to "cure". Upon not less than thirty (30) days prior written notice of termination of this Lease by Lessee, this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except for the express terms pursuant to Paragraph 24 of this Lease.

7. FAA and FCC Requirements. Lessor shall comply, at Lessor's sole cost and expense, with all Water Tower marking and lighting requirements, if any, of the Federal Aviation Administration ("FAA"), provided that Lessee's installation of equipment and use of the Water Tower does not result in a requirement that lighting be installed which would otherwise be unnecessary. All additional lighting in such case would be the responsibility of the Lessee. Each party hereby agrees to and does indemnify and hold each other harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including without limitation, attorney's fees and court cost) caused by or resulting from said parties failure to comply with such requirements.

8. Maintenance of Water Tower. Lessor, at Lessor's sole cost and expense, shall maintain the

Water Tower in good order and repair. Lessor shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, now in effect or hereafter enacted, affecting the Land, Water Tower or appurtenances thereto or any part thereof, other than Lessee's Facilities. Lessor shall hold Lessee harmless from any costs, expenses, liabilities, losses, damages, claims, and demands asserted by any third party, and from any fines or penalties assessed by any regulatory authority, that may arise out of or imposed because of the failure of Lessor to comply with the foregoing.

A) Lessor and Lessee recognize that the Water Tower may require maintenance that may include sand blasting and painting. Lessor shall notify lessee no less than sixty (60) days in advance of any maintenance. Lessor and Lessee agree to cooperate in arranging such maintenance to be performed in a manner to minimize interference with Lessee's Facilities. In the event Lessee shall be unable to operate at the Water Tower due to such maintenance for a period greater than twelve (12) hours, Lessee shall be given the right to locate and operate on the Land temporary emergency equipment, including, but not limited to, a portable antenna up to the height contemplated by this Lease for placement of Lessee's Facilities on the Water Tower, necessary to maintain its communications capability on the Land.

9. Interference. Lessee shall install and operate Lessee's Facilities in a manner that will not interfere with the operation of the equipment of Lessor or any other tenant of the Land or Water Tower provided that the rights of other such tenant, and Lessor's specific use of the site, predate this Lease. Lessee will resolve technical interference problems with other equipment located at the Property on the Commencement Date or any equipment that becomes attached to the Property at any future date when Lessee desires to add additional equipment to the Premises. Likewise, Lessor will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Premises. However, before this provision is relied upon to prevent the installation of future equipment, Lessee shall in good faith, devote all reasonable efforts to resolve technical difficulties which are the cause of the interference.

10. Damage or Destruction.

A) In the event of any such damage or destruction which renders Lessee's facilities non-operable for a period reasonably expected to exceed five (5) days, Lessee shall have, and Lessor hereby grants to Lessee, the right to bring and maintain upon the Land such temporary communications facilities as Lessee shall reasonably determine are necessary to continue to operate Lessee's communication system and provided i) that such temporary facilities do not materially interfere with Lessor's or any other Lessee's communications operations on the Land or the repair or replacement of the damaged facilities; ii) that the Lessee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; iii) that the Lessee shall remove such temporary facilities upon the sooner of a) the restoration of service by Lessee's Facilities, or b) termination of this Lease.

B) In the event of the partial or total destruction of the Water Tower, and a determination by Lessor that repair would be an imprudent business decision, Lessor may elect not to repair or rebuild the Water Tower, and in such an event, may terminate this Lease and reimburse Lessee the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder.

11. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor: CITY OF PALATKA  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177  
Attention: Woody Boynton, City Manager

Lessee: American Messaging Services, LLC  
1720 Lakepointe Drive, Suite 100  
Lewisville, TX 75057

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing to the other. Lessor agrees to send copies of all notices required or permitted to be given to Lessee to each leasehold mortgagee that notifies Lessor in writing of its interest and the address to which notices are to be sent.

12. Assignment. Lessee may assign, mortgage or otherwise encumber this Lease without Lessor's prior consent. Lessee may not sublease all or any part of the Lease Premises without Lessor's prior consent, which consent Lessor may withhold in Lessor's sole and absolute discretion. Upon any such assignment of this Lease, Lessee shall remain fully responsible for the payment of rent unless Lessor assents in writing that the assignee is credit worthy and capable of satisfying the remaining rental obligation under the Lease. Upon such determination by the Lessor, the Lessor may release the Lessee from the remainder of the Lease term or extension thereto. Notwithstanding the foregoing, Lessee may assign this Lease to a general partner, a parent corporation or any of its subsidiaries, or any affiliate.

Any sublease, license, or assignment of this Lease that is entered into by the Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor,

mortgage or grant a security interest in this Lease and the Lessee's Facilities, and may assign this Lease and the Lessee's facilities to any such mortgagees or holders of security interests including their successors and assigns (hereafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Lease without the consent of the Lessor to an affiliate of Lessee or to an entity which acquires Lessee's license. If a termination, disaffirmance or rejection of the Lease pursuant to the laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties the right to enter upon the Land during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing Lessee's Facilities, or any portion thereof. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

13. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, or any part thereof, or upon Lessee's rights under this Lease that arises from the use or occupancy of the Leased Premises or by reason of any labor, service or material furnished or claimed to be furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

14. Insurance. Lessee agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than One Million and No/100 dollars (\$1,000,000) insuring Lessor and Lessee in the event of personal injury or of damage to the property arising out of the use and occupancy of the Leased Premises and appurtenant areas by Lessee, which insurance shall specifically name Lessor as a "co-insured". A certificate of insurance will be provided to Lessor if requested. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises.

15. Indemnity. Lessee agrees to indemnify and hold the Lessor harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessee. Lessor agrees to indemnify and hold the Lessee harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessor. Nothing in this paragraph shall require a party to indemnify the other party against such other party's own, willful or negligent conduct.

16. Default. If either party is in default under this Agreement for a period of (a) fifteen (15) days following the receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following the receipt of notice from the non-defaulting party may pursue any remedies available to it against the defaulting

party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not be reasonably cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Lessee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the facility on the Lease Premises. Lessor shall be responsible for payment of all real property taxes; provided, however, Lessee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Leased Premises made by Lessee. Upon payment of such tax by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's pro-rata share. Upon written request by Lessee, Lessor shall furnish evidence of payment of all taxes.

18. Lessor's Title. Lessor represents and warrants that, provided Lessee is not in default hereunder, Lessee shall peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease, without hindrance or molestation by anyone. Lessor represents and warrants to Lessee that Lessor owns fee simple title to the Land and the Water Tower free and clear of any liens, encumbrances and restrictions that would impair Lessee's intended use of the Leased Premises and that the Lessor has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Lessor hereunder.

19. Title Insurance. Both Lessor and Lessee agree that each party will, upon request of the other, execute a Memorandum of Lease. Lessee may record a Memorandum of Lease or this Lease in the public records of the County where the Leased Premises is located. Lessor agrees that Lessee may obtain title insurance on the Leased Premises. Lessor, at Lessor's expense, shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

20. Condemnation. If the whole of the Water Tower, or such portion of the Water Tower or the Land as will make the Leased Premises unusable for the Lessee's use, in Lessee's reasonable discretion, by Lessee for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between the Lessor and lessee as of such date. In the event any portion of the Land is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease without reduction or set off with respect to the rent due. Lessee may claim and recover from the condemning authority such award as may be allowed by law, only to the extent that such recovery does not diminish Lessor's rights to recover from such condemning authority.

21. Sale. Should Lessor, at any time during the term of this Lease, decide to sell all or part of

Land or the leased Premises to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee' rights hereunder.

22. Termination. Upon termination of this Lease, Lessee shall, within a reasonable period of time, remove all improvement, including its personal property and other fixtures and restore the Leased Premises to its original above ground condition, normal wear and tear are expected. This Lease shall terminate as of the date of termination of the Lessee's leasehold interest and Lessee shall pay its pro-rata share of the rent until the effective date of such termination.

23. Environmental Hazards. Lessor hereby represents that there are presently no environmental hazards located on or under the Leased Premises and agrees to hold Lessee harmless from any and all claims asserted against Lessee, or asserted against Lessor which adversely impact upon Lessee, for any such environmental hazards which are determined to have existed as of the date of the Lease and are later found at or under the Leased Premises. Lessee hereby agrees to hold Lessor harmless from any and all claims asserted against Lessor for any such environmental hazards being found at or under the Leased Premises as a result of the actions or inactions of Lessee, its agents, contractors, employees or invitees. For the purposes hereof, "Environmental Hazard" shall mean any substance, chemical or waste that is identified as dangerous, toxic or hazardous and subject to Federal, State or local environmental regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

24. Severability. In the event any one or more of the paragraphs or provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be continued as if such invalid, illegal or unenforceable provisions had never been contained herein; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Lease if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid or unenforceable.

25. Captions and Headings. Paragraph or section headings used in this Lease are for convenience and reference only and do not affect any provision of this Lease.

26. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. This Lease and the performance thereof shall be governed, construed, interpreted and regulated by the laws of the State of Florida. Time is of the essence in this Lease.

27. Successors in Interest. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

28. Parties to be Responsible. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

29. Radon gas. 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 unit.

30. This Lease shall be executed in duplicate, each of which shall be deemed an original and constitute but one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR

CITY OF PALATKA  
A municipal corporation

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

Print Karl N. Flagg

Its MAYOR

Address: 201 N. 2<sup>nd</sup> Street

Palatka, Fl 32177

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Karl N. Flagg, as Mayor, and Betsy J. Driggers, as City Clerk, City of Palatka, a Florida municipal corporation, who are personally known to me or who have produced a \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

LESSEE

Signed, sealed and delivered  
In the presence of:

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced a  
\_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_