



JACKSON COUNTY COMMUNITY DEVELOPMENT

4979-B Healthy Way
Marianna, FL 32446

Phone: (850) 482-9637
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October 2, 2017

Value Concepts, Inc.
c/o Buddy Robinson
1790 Atkinson Rd, Suite D100
Lawrenceville, GA 30043

RE: Southern Linc Round Lake Site

Mr. Robinson:

Enclosed is the Telecommunications Development Agreement and Order for construction of a Type 2 Telecommunications Tower located on the south side of Reedy Creek Road near Round Lake/Alford in Jackson County, Florida. This document provides verification that authorization has been given to construct and operate said tower within Jackson County. ***Please retain this copy of the document for your files for the lifetime of the business and, if conveyed to another party, please pass the document along.***

If you have any questions or require additional information, I can be reached by phone at (850) 482-9637, by fax at (850) 482-9846, by e-mail at ksweazy@jacksoncountyfl.com, or in person at 4979 Healthy Way Suite B, Marianna, FL 32446 during our regular business hours of 7:30 am to 4:30 pm.

Sincerely,

Kim Cole Sweazy

Kim Cole Sweazy, Senior Planner
Community Development

Enc. Telecommunications Development Agreement and Order

DEVELOPMENT AGREEMENT AND ORDER

(Southern Linc Site Round Lake – Cambre Reedy Creek Rd.)

THIS AGREEMENT is entered into the date below written by Value Concepts, Inc./Southern Linc, herein called "Developer", and JACKSON COUNTY, FLORIDA, a political subdivision of the State of Florida, herein called "JACKSON COUNTY".

WHEREAS, DEVELOPER is the lessee of a portion of that certain real property located in Jackson County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and DEVELOPER has applied for the issuance of a development order pursuant to the provisions of applicable Florida law and county ordinance, and the parties have reached certain agreements to be effected in this agreement concerning certain minimum requirements for the development of wireless telecommunication facilities on the Property, in accordance with applicable law and ordinance;

NOW, THEREFORE, for and in consideration of the mutual promises and premises set forth herein, the parties agree that:

1. The Property subject to this agreement is described above. DEVELOPER is the lessee of a 100' by 100' portion of the Property as depicted on the Type 2 development order application approved by the Jackson County Board of County Commissioners on **September 12, 2017** (the "Lease Property").
2. This construction term of this agreement shall be 24 months from the effective date hereof. DEVELOPER shall pursue construction and completion of the wireless telecommunication facilities to the point of issuance of the certificate of occupancy prior to the expiration of the construction term. The remainder of the provisions hereof shall be deemed permanent. This agreement shall be effective upon the date all parties hereto have executed the same. The construction term of this agreement may be terminated, amended or extended by mutual consent of the Board of County Commissioners of Jackson County and the DEVELOPER, subject to all public hearing requirements set forth in applicable law or regulation at the time of the proposed amendment. However, in any case, the obligations of DEVELOPER hereunder shall not terminate and shall continue after the completion of construction and the issuance of the certificate of occupancy.
3. DEVELOPER shall be authorized to develop a 300 foot tall Wireless Telecommunications Facility on the Lease Parcel, subject to compliance with all of the terms of this agreement, with all special conditions and requirements contained herein and with all other applicable regulations and ordinances of Jackson County. The DEVELOPER shall not be entitled to make use of the facility for any purposes (except construction of improvements) except upon completion of all construction (and issuance of a certificate of occupancy, if required by law) and compliance with all conditions set forth herein.
4. Water, sanitary, electricity and/or gas shall be provided by private agreement. DEVELOPER shall be responsible for making the appropriate arrangements for such services to the property, and all such services shall be in place as a condition precedent to the issuance of a Certificate of Occupancy for the facility constructed on the property. With the exception of traffic, all other public facilities and utilities are available to serve the property and the proposed facility.

5. The proposed wireless telecommunication facilities use on the Property is consistent with the Jackson County Comprehensive Plan and current land development regulations. The land use designation for the Property is determined by the Board to be Agriculture 2 (AG2).

6. Special conditions: The DEVELOPER shall comply with all conditions, and be subject to all limitations, which are set forth on p. 13 of the Staff Report dated August 15, 2017, a copy of which is attached to this Agreement as Exhibit B, the terms of which are incorporated into this agreement as if fully set out herein. However, the failure of this agreement to address a particular permit, condition, term, provision of law or regulation, or restriction, shall not relieve DEVELOPER of the necessity of complying with the law then existing governing said permitting requirements, conditions, terms, laws, regulations, or restrictions.

7. Variance: The DEVELOPER has not requested a variance to the Jackson County Code of Ordinances.

8. Required reservation or dedication of land: The following reservation or dedication of lands is required as a condition to the execution of this agreement and the issuance of a certificate of occupancy: **n/a**

9. Periodic review: JACKSON COUNTY may, at its option, review the development and the facility **every three months**, commencing three months after the effective date of this agreement, until such time as all construction and improvements are fully complete and a permanent certificate of occupancy has been issued. The review shall be initiated by the issuance by JACKSON COUNTY to DEVELOPER of its notice of intent to review. The DEVELOPER shall, within thirty days thereafter, submit all materials requested in the notice to review, along with any fees then required by applicable law, regulation, or ordinance. If the County Planner shall determine that the DEVELOPER has complied in good faith with the terms and conditions of this agreement and with applicable law, regulation and ordinance, the review shall be concluded. In the event that the County Planner determines preliminarily that the DEVELOPER has not done so, the Board of County Commissioners shall take such action as is available to it under applicable law (or in equity) to procure compliance.

10. In the event that construction is not timely completed, or in the event that construction is completed, but the use permitted hereunder is temporarily or permanently ceased or abandoned by the DEVELOPER or DEVELOPER's successor in interest, then the DEVELOPER or DEVELOPER's successor in interest shall also be required to correct or remove any and all structures or conditions on the subject property as determined by JACKSON COUNTY (in the discretion of the Board) to mitigate any negative or deleterious effects of the ceased or abandoned use.

11. The Developer agrees to indemnify Jackson County and hold Jackson County harmless from and against any and all damages, claims, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees, paralegal charges and expenses), arising directly or indirectly, whole or in part, out of the Developer's failure to comply with any condition or obligation on the Developer referred to in the development order or development agreement or otherwise under applicable federal, state or local law or regulation. The obligation of Developer to indemnify and hold harmless under this section shall survive the completion of the construction or improvements to the Property or any

transfer or mortgage of the Property. In addition, all other obligations of this agreement shall remain in full force and effect in the event the Property which is the subject of this agreement, or any portion thereof, is annexed into any municipality.

12. If any word, phrase, clause, section or portion of this agreement shall be held invalid by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event that applicable Florida, federal, or local law, regulation or ordinance is changed after the effective date of this agreement, resulting in the invalidity or unenforceability of any provision hereof, then the agreement shall be deemed modified to the extent necessary to comply with the law, regulation or ordinance then in effect.

13. This is the entire agreement of the parties with respect to the subject matter hereof. There are no promises, representations or warranties, other than those set forth herein. This agreement shall be binding on the parties and their assigns and successors in interest. This agreement and the rights accruing hereunder may not be assigned by the DEVELOPER without the prior written consent of JACKSON COUNTY (provided that such consent shall not be unreasonably withheld); PROVIDED, that the Property may be sold or transferred without consent after DEVELOPER's completion of construction. To the extent that any bona fide purchaser or assignee for value of the Property shall have actual or constructive notice of the terms or provisions of this agreement, all of the terms and conditions hereof shall be deemed covenants and restrictions which run with the land and which are binding on all assignees, successors or transferees of the Developer's interest in the lands. All obligations of DEVELOPER hereunder shall be deemed joint and several.

EXECUTED the dates below specified.

H. Buddy Folmer

DEVELOPER

DATED: 9-14-17

BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA

[Signature]
Hon. Eric Hill
Chairman

DATED: 9-26-17

EXHIBIT A

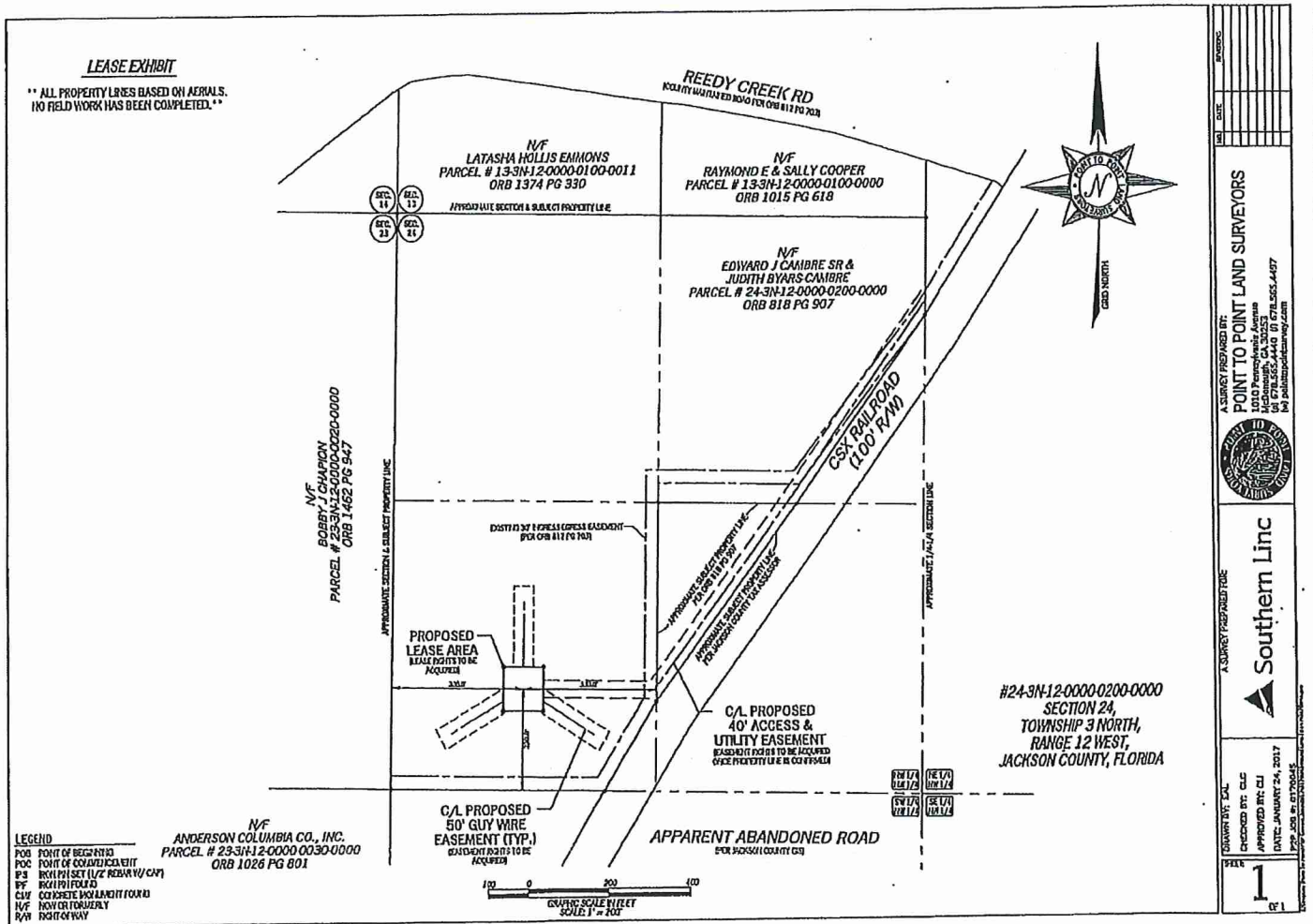


EXHIBIT B

1. Prior to the issuance of any permit for a new telecommunication tower, the applicant and owner of the tower shall be required to procure and deposit with the county a surety bond in the amount of \$10,000.00 made payable in favor of "The Board of County Commissioners of Jackson County, Florida, for the use and benefit of the residents and citizens of Jackson County, Florida," indemnifying the county, the board of county commissioners, and any and all affected persons against any and all losses, damages, and claims arising out of the placement, maintaining, the removal or deconstruction of any tower found to have been abandoned. The bond shall be maintained in full force and effect throughout the duration of the existence of the tower.
2. The applicant shall submit copies of all redacted agreements with other companies prior to issuance of building permits for those antennas.
3. The applicant shall sign a Development Order with Jackson County in a form provided by the Community Development Department, which includes all approval conditions (*Code of Ordinances Sec. 74-100(c)*).
4. The development shall remain consistent with approved specific plans, drawings and documentation submitted. Any modifications will require approval through the County Planning Department and regulatory boards.
5. The development must comply with all applicable permitting agencies.
6. The owner of telecommunication towers shall make reasonable efforts to make space available, at a reasonable rate, on the tower for the placement of a minimal antenna used to support county communication or data transfer supporting emergency coordination and response. The preferred location for such antenna is no less than two thirds tower height (*Code of Ordinances Sec. 74-453*).
7. The Development Order and Development Agreement will be valid for one year from the date of full execution.
8. All inspections and reviews must be satisfactorily completed prior to a CO being issued.