

**PARCEL ID# 21/30/16/69822/400/6305**

**TERMINATION OF LICENSE AGREEMENT  
AND TEMPORARY LICENSE AGREEMENT**

This Termination of License Agreement and Temporary License Agreement (the “Agreement”) is dated as of the date of last signature herein (“Effective Date”) by and between CITY OF PINELLAS PARK, FLORIDA, a municipal corporation with its principal offices at 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781, (“Licensor”), and T-Mobile South, LLC, a Delaware limited liability company with its principal offices at 12920 SE 38<sup>th</sup> Street, Bellevue, Washington 98006 (“Licensee”).

**RECITALS**

**WHEREAS**, Licensor and Licensee (or their predecessor interest) entered into a License Agreement on August 26, 1999, as amended on December 07, 2020, (“License Agreement”), and recorded in Book 10651, Pages 2435-2453, of the Official Public Records of Pinellas County, Florida for a nonexclusive license for Licensee to use 400 square feet of land area together with space on Licensor’s existing water tower located at 86<sup>th</sup> Avenue and 47<sup>th</sup> Street, Pinellas Park, FL 33782.

**WHEREAS**, by written letter dated September 22, 2025, Licensor notified Licensee of Licensor’s intention to permanently demolish the water tower structure and request Licensee to arrange for the removal of its equipment, cables, and associated infrastructure (“Equipment”) from the water tower.

**WHEREAS**, Licensor and Licensee hereby agree to terminate the License Agreement effective upon the Commencement Date of this Agreement as defined herein. Any and all easements, rights, or interests created, granted, or implied under such prior agreements are likewise extinguished and of no further force or effect as of the Commencement Date of this Agreement.

**WHEREAS**, Licensee shall not be responsible for restoring the areas previously occupied by Licensee on the water tower to its original condition.

**WHEREAS**, Licensor and Licensee wish to provide for Licensee’s entry upon, access to, and use of the property described and depicted in attached Exhibit A (the “Property”) to locate and operate a temporary antenna facility (the “Temporary Antenna Facilities”).

## COVENANTS

**NOW, THEREFORE**, in consideration of these premises and the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Premises.** Licensor hereby Licenses to Licensee the use by Licensee of the Premises (as defined below), including certain space on the Property sufficient for the placement of the Temporary Antenna Facilities. The location and orientation of Licensee's space on the Property, together with all necessary space and easements for access and utilities, is generally described and depicted in attached Exhibit B (the "Premises").

2. **Use.**

(a) The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of the Antenna Facilities described and depicted in attached Exhibit B. Licensee shall have a right to upgrade and modify its facilities. Licensee shall, at Licensee's expense, keep and maintain the Temporary Antenna Facilities on the Premises in commercially reasonable condition during the term of this Agreement. Upon termination of this Agreement, Licensee shall remove the Temporary Antenna Facilities from the Premises and restore the Premises to its original condition prior to this Agreement, normal wear and tear and casualty excepted. The parties acknowledge that the Temporary Antenna Facilities may be used to serve any of its customers.

(b) Portions of the Equipment and/or Temporary Antenna Facilities may initially encroach upon 47th Street North, a public right-of-way located along the east side of the Property, until the demolition of Licensor's water tower located upon the Property is completed. Following the completion of such demolition, Licensee will relocate the Equipment and/or Temporary Antenna Facilities (or portions thereof) so that it is wholly contained upon the Property.

3. **License Fee.** Monthly License fee of Two Thousand One Hundred Dollars and Zero Cents (\$2,100.00).

4. **Term.** The term of this Agreement shall commence upon the first day of the month following the installation of the Temporary Antenna Facilities ("Commencement Date"). The rights granted herein shall continue on a Month to Month basis. Either Licensee or Licensor shall

have the right to terminate this Agreement at any time and for any reason, upon thirty (30) day's prior written notice to the other party.

5. **Access.** Licensee shall have twenty-four-hour-a-day, seven-day-a-week access to the Premises at all times during the term of this Agreement.

6. **Interference.** Licensee shall not use the Premises in any way which interferes with the use of the Property by Licensor or lessees or licensees of Licensor with rights in the Property prior in time to Licensee's rights under the License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

7. **Utilities.** Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on the Property. Licensor agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service. Licensor shall diligently correct any variation, interruption or failure of utility service.

8. **Environmental Laws.** Licensor and Licensee agree that it will conduct its activities on the Property in compliance with all applicable environmental laws. Licensor represents and agrees that, to the best of its knowledge, it has in the past and will in the future conduct its activities on the Property in compliance with all applicable environmental laws and that the Property is free of hazardous substances as of the date of this Agreement.

9. **Hold Harmless.**

- (a) To the extent permitted by Florida law, Licensor and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying party, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors, or agents. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability that Licensor may have under the Doctrine of Sovereign Immunity or Section 768.28 Florida Statutes.

- (b) Licensor shall not be responsible for any damage caused to the Equipment and/or Temporary Antenna Facilities except to the extent such damage is caused by the negligence or willful misconduct of Licensor or its employees, contractors, or agents.

**10. Insurance and Subrogation.**

- (a) During the term of this Agreement, Licensee shall maintain, at its own expense, commercial general liability insurance with limits of \$1,000,000.00 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate. Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage which shall contain a provision for notice of cancellation to the Licensor in accordance with policy provisions. Licensee's liability insurance shall include Licensor as an additional insured by separate written blanket endorsement and provide such endorsement to the Licensor upon request.
- (b) Except with respect to any indemnification obligations under this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. **Notice.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee:  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Attn: Lease Compliance/A2H0039A

If to Licensor:  
City of Pinellas Park  
ATTN: City Manager  
5141 78th Avenue N  
PO Box 1100 Pinellas Park, Fl 33780-1100

12. **Miscellaneous.** During the term of this Agreement, Licensee’s quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Whenever required by the context in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. A facsimile or digital signature shall have the same binding effect as an original signature. 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 the FCC.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

**LICENSOR**  
CITY OF PINELLAS PARK, FLORIDA

By: \_\_\_\_\_  
Name: Bart Diebold  
Title: City Manager  
Date: \_\_\_\_\_

**LICENSEE**  
**T-Mobile South, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Market: TAMPA  
Site Number: A2H0039A  
Site Name: PINELLAS PARK WATER TANK

**EXHIBIT A**  
**SURVEY OF LICENSE AGREEMENT PARCEL**

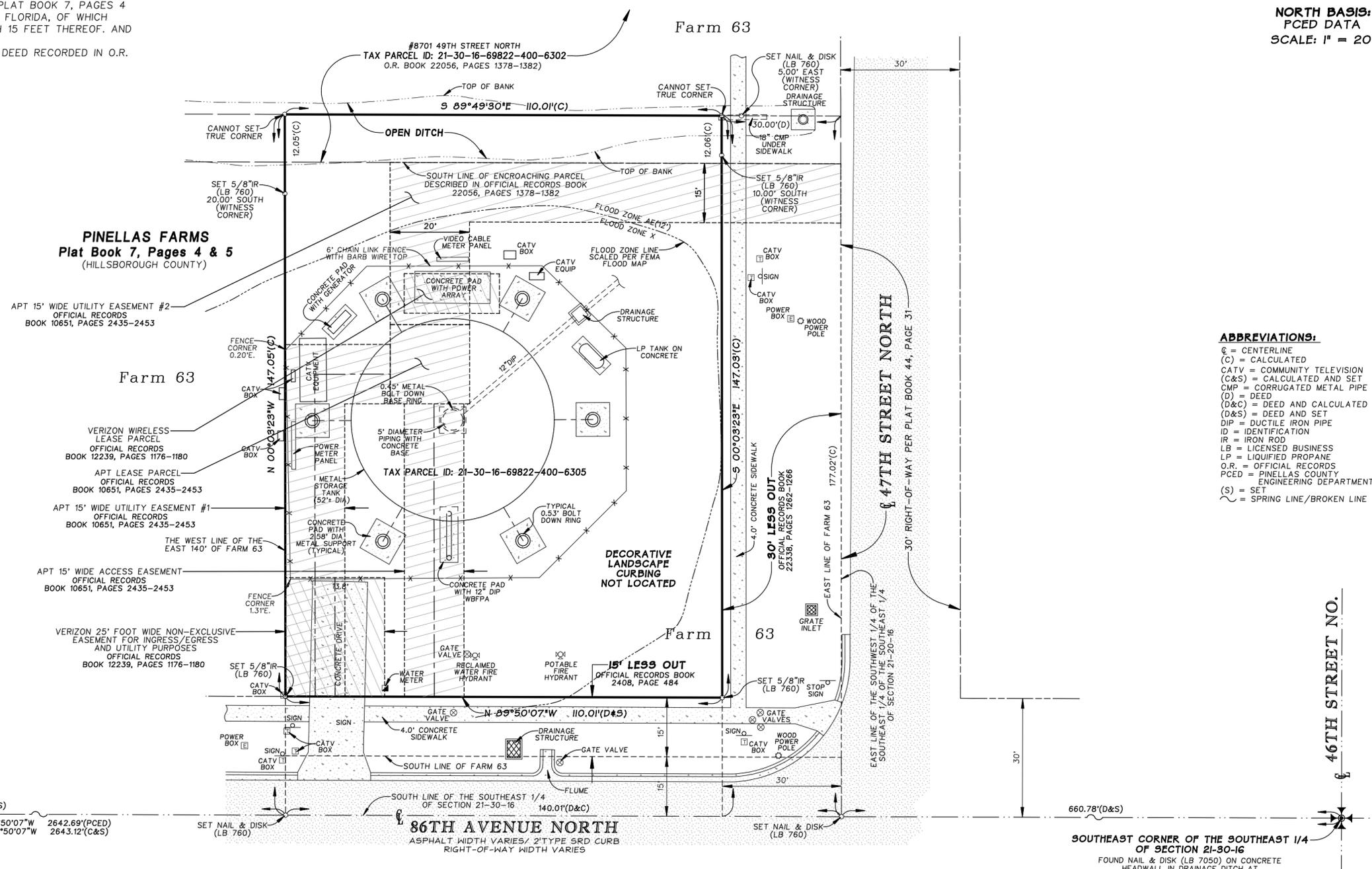
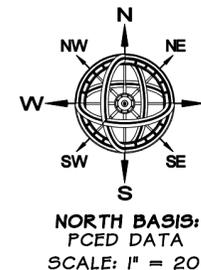
LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST

CERTIFIED TO:  
CITY OF PINELLAS PARK

LEGAL DESCRIPTION: (PROVIDED TO SURVEYOR)

THE EAST 140 FEET OF THE SOUTH 1/4 OF FARM 63 IN SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART. LESS THE SOUTH 15 FEET THEREOF. AND

LESS AND EXCEPT THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN O.R. BOOK 22338, PAGE 1262, PINELLAS COUNTY, FLORIDA.



- ABBREVIATIONS:**
- C = CENTERLINE
  - (C) = CALCULATED
  - CATV = COMMUNITY TELEVISION
  - (C&S) = CALCULATED AND SET
  - CMP = CORRUGATED METAL PIPE
  - (D) = DEED
  - (D&C) = DEED AND CALCULATED
  - (D&S) = DEED AND SET
  - DIP = DUCTILE IRON PIPE
  - ID = IDENTIFICATION
  - IR = IRON ROD
  - LB = LICENSED BUSINESS
  - LP = LIQUIFIED PROPANE
  - O.R. = OFFICIAL RECORDS
  - PCED = PINELLAS COUNTY ENGINEERING DEPARTMENT
  - (S) = SET
  - ~ = SPRING LINE/BROKEN LINE

Current FEMA Flood Zone Data:  
FLOOD ZONE(S): AE(12') AND X  
COMMUNITY PANEL #120251 12103C0202 J  
REVISED 8/24/21  
Assumed Basis of Bearings:  
SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 21-30-16  
AS BEING N.89°50'07"W., PER PINELLAS COUNTY ENGINEERING DEPARTMENT COORDINATE DATA.

NOTE:  
This survey was prepared with the benefit of a Title Search Property Information Report by Attorneys' Title Fund Services, Inc., Fund File Number 1616401, prepared date: March 6, 2025.  
Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.  
This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from latest date shown hereon.

RECLAIMED WATER STORAGE FACILITY

**CERTIFICATION**

I hereby certify that the work represented hereon meets the requirements of Chapter 65J-17, Florida Administrative Code.

No. 4801

JOHN O. BRENDLA

Florida Surveyor License No. 4601  
Certificate of Registration No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.  
Professional Land Surveyors and Mappers

**JCB**

4015 82nd Avenue North  
Pinellas Park, Florida 33781  
Telephone (727) 576-7546  
Facsimile (727) 577-9932

LB 760 2412-13.CRD

**BOUNDARY SURVEY WITH IMPROVEMENTS**

#8600 47TH STREET NORTH  
PINELLAS PARK, FL

REVISIONS		
No.	DESCRIPTION	DATE
1.	ADDED TITLE WORK	3/14/25

FB: 988 PG: 75-76  
Job Number: 2412-13  
Survey Date: 2/13/25  
Drawn: DS  
Checked: JOB

Market: TAMPA  
Site Number: A2H0039A  
Site Name: PINELLAS PARK WATER TANK

## **EXHIBIT B**

### **EXISTING IMPROVEMENT AND PROPOSED AREAS OF RELOCATION AND TEMPORARY LICENSE AREA**

CERTIFIED TO:  
CITY OF PINELLAS PARK

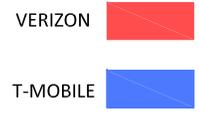
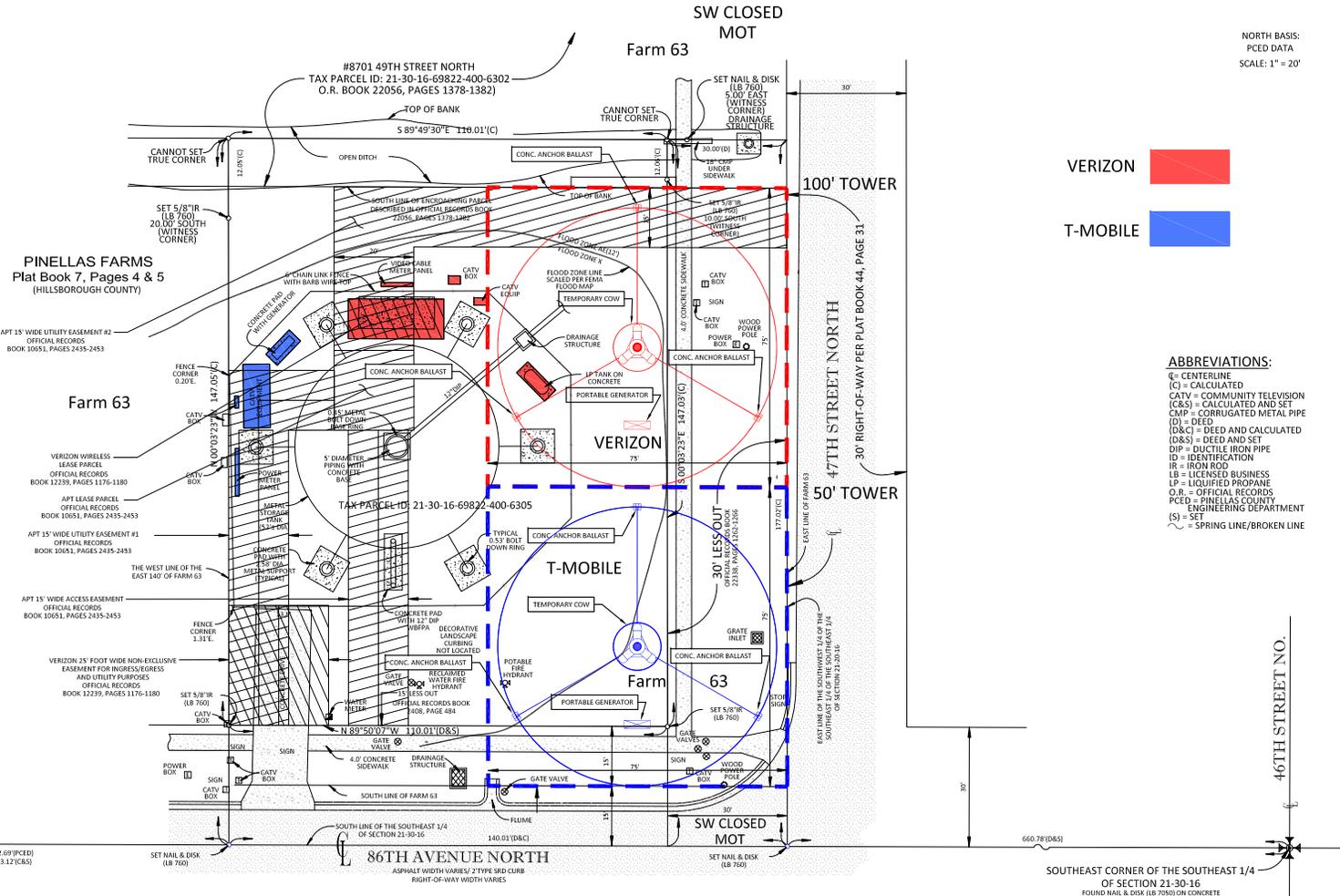
LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST

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LESS AND EXCEPT THAT PORTION CONVEYED BY WARRANTY DEED RECORDED IN O.R. BOOK 22338, PAGE 1262, PINELLAS COUNTY, FLORIDA.

NORTH BASIS:  
PCED DATA  
SCALE: 1" = 20'



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**NOTE:**

This survey was prepared with the benefit of a Title Search Property Information Report by Attorneys' Title Fund Services, Inc., Fund File Number 1636403, prepared date: March 6, 2023.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the site thereto within one (1) year from latest date shown hereon.

Current FEMA Flood Zone Data:  
FLOOD ZONES: AE121 AND X  
COMMUNITY PANEL #120251.121030202.1  
REVISED 8/24/21

Assumed Basis of Bearings:  
SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 21-30-16  
AS BEING N 89°50'07" W, PER PINELLAS COUNTY ENGINEERING DEPARTMENT COORDINATE DATA.

**CERTIFICATION**

I hereby certify that the survey represented hereon meets the requirements of Chapter 51-17, Florida Administrative Code.

**JOHN O. BRENDLA**  
Florida Surveyor's Registration No. 4601  
Certificate of Authorization No. 760

**JOHN C. BRENDLA AND ASSOCIATES, INC.**  
Professional Land Surveyors and Mappers

**JCB** 4015 82nd Avenue North  
Pinellas Park, Florida 33781  
Telephone (727) 576-7546  
Facsimile (727) 577-9932  
LB 760 2412-13.CRD

RECLAIMED WATER STORAGE FACILITY

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PINELLAS PARK, FL

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