

Commercial Land Auction

**BIDDING ENDS
2:00PM (EDT)
JUNE 11TH**

*61± Acres
Off of Florida's
Interstate 75*

800.742.9165

**Seven  Hills
AUCTIONS**

7HAUCTIONS.COM

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CONTACT INFORMATION



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Seven Hills Auctions
buddy@7Hauctions.com
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Austin Fisher
SVN
Saunders Ralston Dantzler
austin.fisher@svn.com
850.545.9132 (M)

BIDDING ENDS JUNE 11TH 2:00PM (EDT)
AT 7HAUCTIONS.COM

Dear Prospective Bidders,

Seven Hills Auctions and SVN Saunders Ralston Dantzler have been commissioned to sell at public online auction 61± acres fronting on Interstate 75 in Hamilton County, FL. This high traffic site is situated along US Highway 129 and is directly across from a recently developed Loves Travel Center. It is only minutes to the Georgia-Florida line, Osceola National Forest and it's approximately 75 miles from Jacksonville, Tallahassee and Gainesville, FL. This incredible property is being offered divided in 5 tracts ranging in size from 3 to 28 acres. Bidders will have the opportunity to purchase the property in individual tracts, in combination or in its entity.

The information contained in this package has been prepared to assist you in your pre-auction due diligence. Please review this information carefully before bidding. We certainly appreciate your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165. Our staff of auction professionals are ready to answer any questions you may have.

Good luck!

Sincerely,



Buddy Lee, CAI
Founder / President

DISCLAIMER

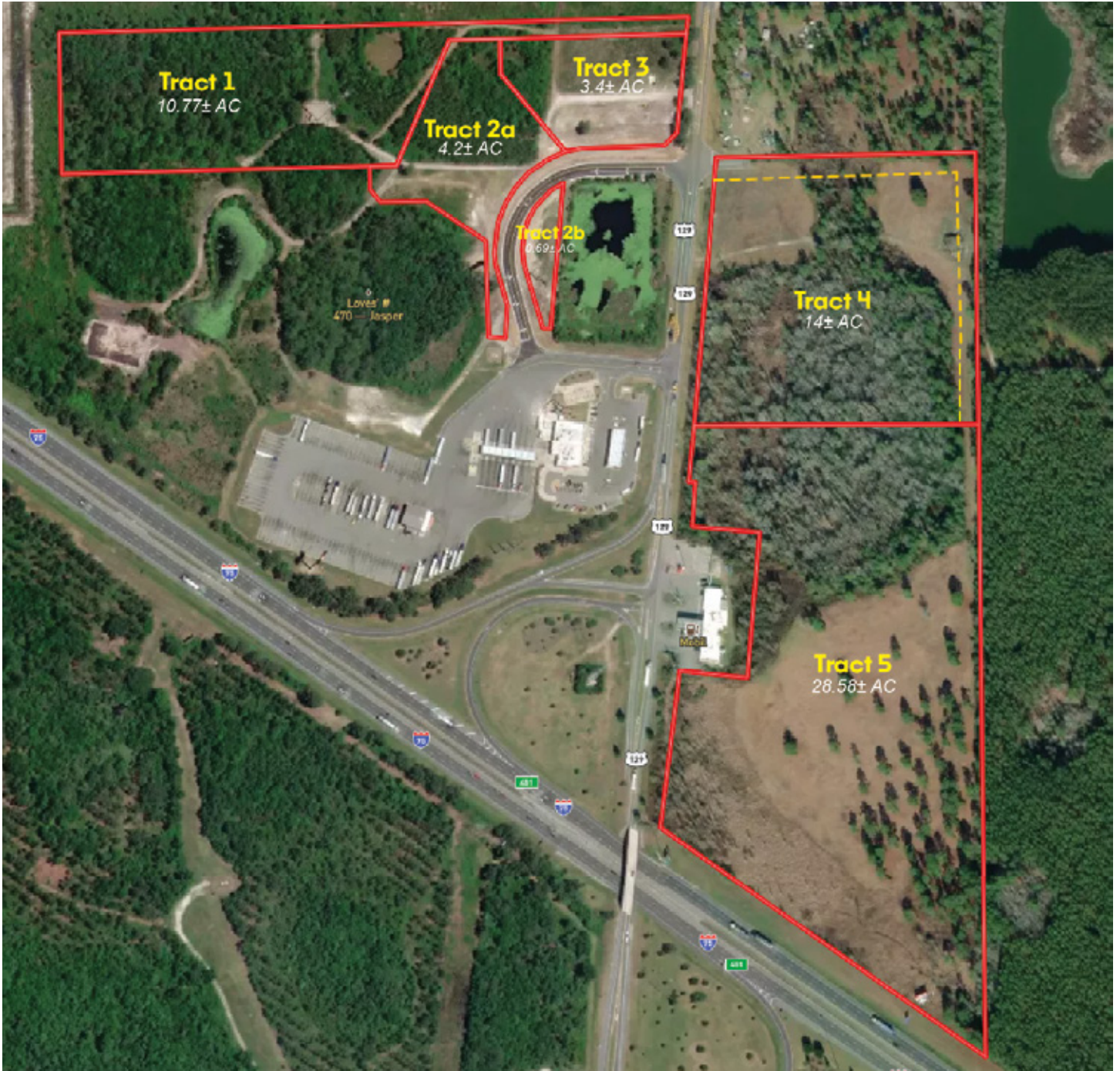
All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.



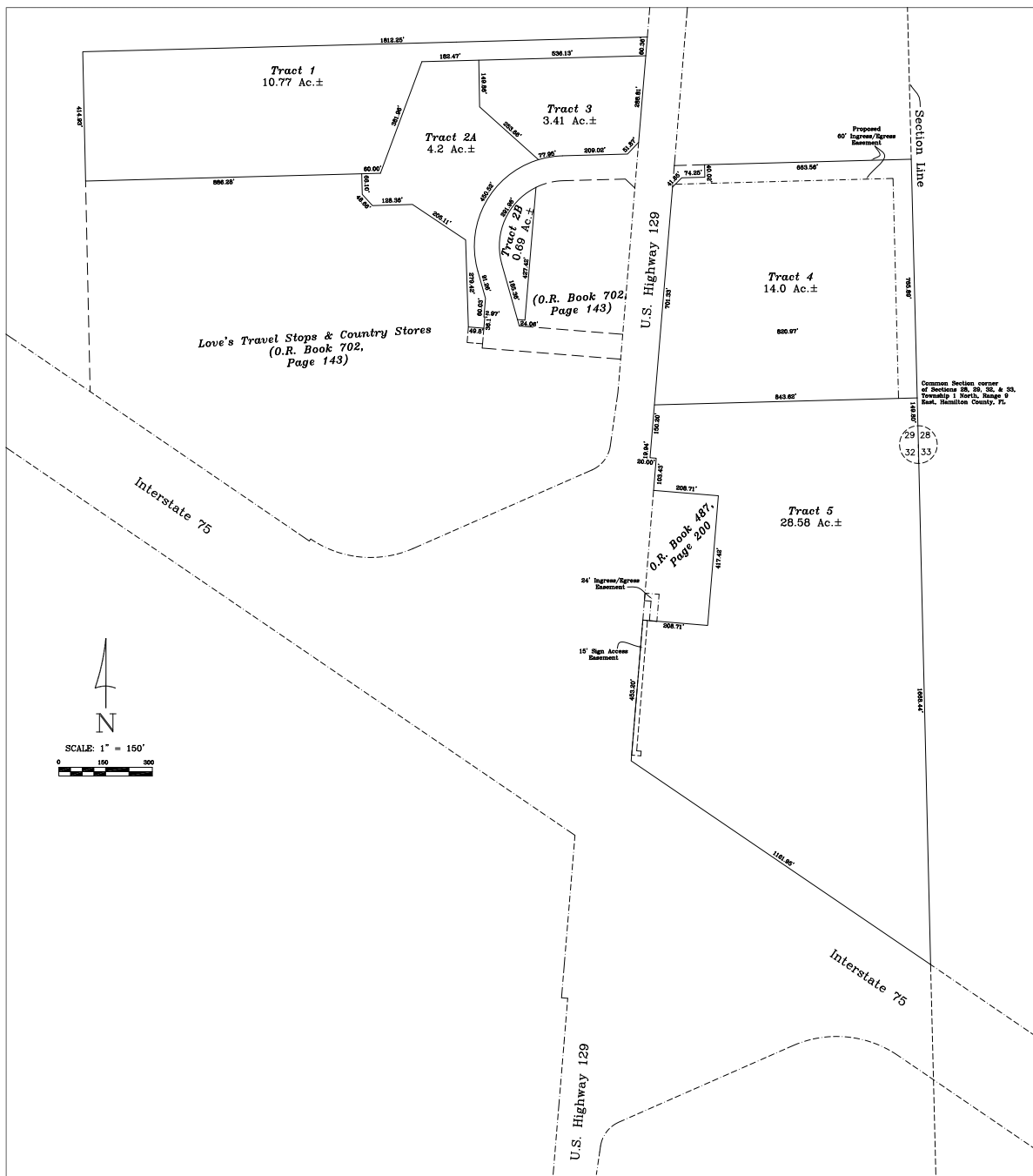
OFFERING SUMMARY

Address:	Intersection of I-75 & US Highway 129 Jasper, FL 32052
County:	Hamilton
City:	Jasper, FL (The property is located within the city limits.)
Location:	30.454859, -82.936107
Property Type:	Commercial Land
Land Area:	61± Acres
Zoning:	CHI: Commercial Highway Interchange
Sale Type:	Online Auction at 7Hauctions.com Bidding Ends on June 11 at 2:00 EDT, Subject to Extended Bidding





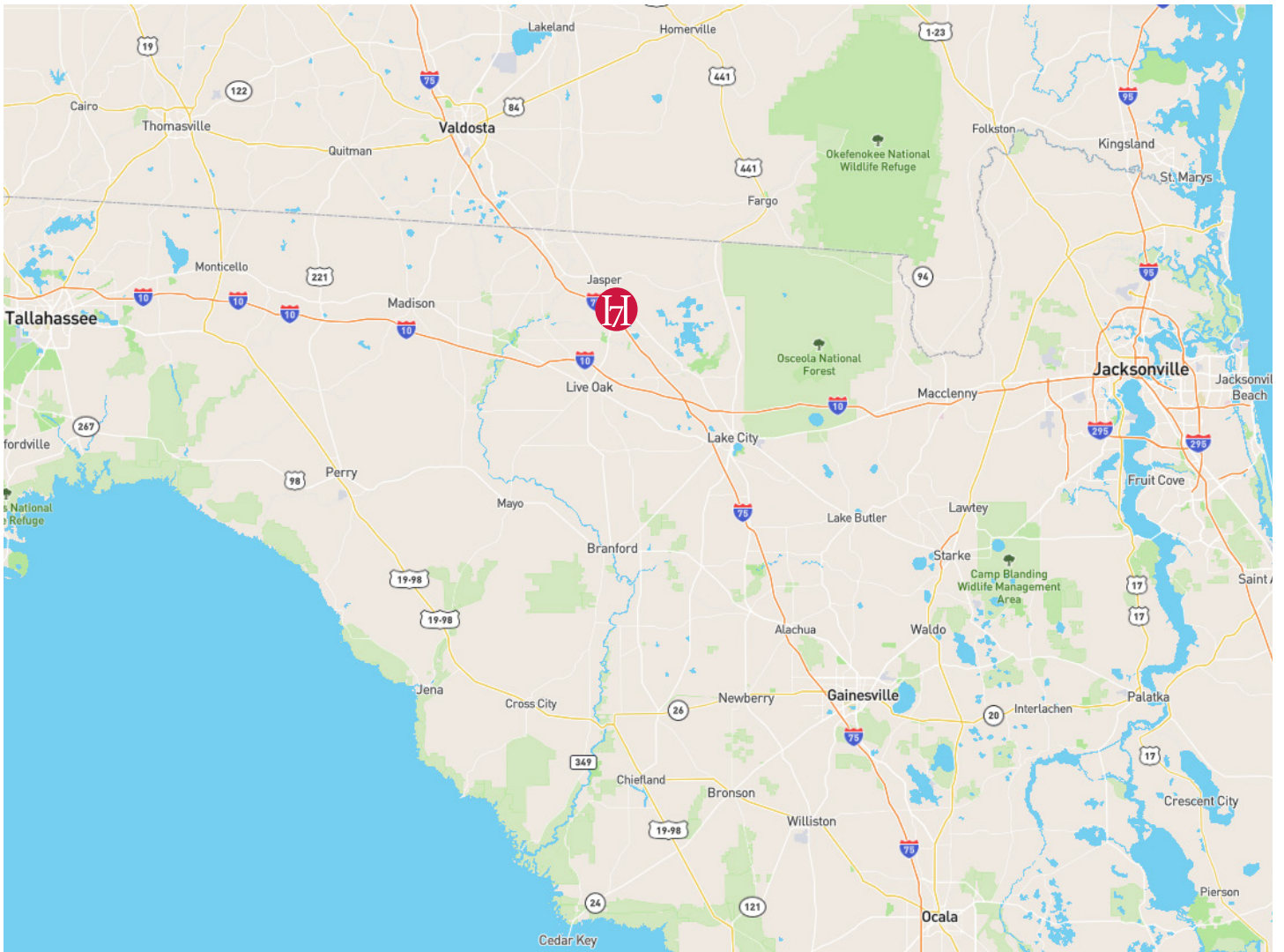
PROPERTY OVERVIEW



- NOTES:
1. The undersigned and BRIGGS, WASHINGTON & THOMPSON LAND SURVEYING, INC. make no representations as to the information reflected herein pertaining to easements, Rights-of-Way, setback lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth such matters. Such information should be obtained and confirmed by others through appropriate title verification.
 2. Lands shown hereon were not abstracted for Right-of-Way and/or easements of record.
 3. Unless it bears the signature and the original rolled seal of a Florida licensed surveyor and mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.
 4. This drawing, sketch, plat, or map does not reflect or determine ownership.
 5. THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the property shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.
 6. The original drawing from which this copy was made is at the scale shown hereon, however in the process of reproduction, this scale may be slightly reduced, enlarged, or otherwise distorted from its original scale.
 7. There was no effort made to determine the existence or location of any underground improvements of any nature.

PROPOSED LAYOUT for MADISON INTERSTATE INVESTORS INC		BRIGGS, WASHINGTON & THOMPSON LAND SURVEYING, INC. 406 SW Rutledge Street P.O. Box 283 Madison, Florida 32340 850-973-6166 Fax: 850-973-6931 LB No. 7563 thompsonsurveying@earthlink.net	CAD file: 24-141.DWG Calc file: XX Drawn By: TAK FB XX PG XX Scale: 1"=150'	Revisions: REVISED REVISION-2 REVISION-3 REVISION-4	Date: 5-14-24 XX XX XX
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LOCATION MAP



SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE

4.15.1 DISTRICTS AND INTENT

The "CHI" Commercial, Highway Interchange category includes one zone district: CHI. This specialized district is intended for areas where adequate lot depth is available to provide development for vehicular related uses primarily serving the traveling public. Uses in such district are subject to criteria and standards intended to preserve the character of the district and to minimize adverse impacts with abutting and nearby uses. This district shall only be applied to interstate highway interchange areas.

4.15.2 PERMITTED PRINCIPAL USES AND STRUCTURES

1. Automotive service and self-service stations (see Section 4.2 for special design standards for automotive service and self-service stations).
2. Rental of automotive vehicles, trailers and trucks.
3. Restaurants.
4. Motels.
5. Retail commercial outlets for sale of fruit, gifts, novelties and similar uses catering to tourists.
6. Light manufacturing, assembling, processing, packaging or fabricating, which does not require any air emission permit from the State of Florida and is located in a completely enclosed building.
7. Facilities for storage and distribution of products including wholesale activity.

Site and development plan approval (See Article 14) is required for the following uses:

1. All commercial developments.
2. All light manufacturing, assembly, processing, packaging, or fabricating uses.
3. All storage and distribution facilities.

4.15.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. On the same premise and in connection with permitted principal uses and structures, dwellings units only for occupancy by owners or employees thereof.
2. Uses and structures which:
 - a. Are customarily accessory and clearly incidental and subordinate to permitted uses and structures.
 - b. Are located on the same lot as the permitted use or structure, or on a contiguous lot in the same ownership.
 - c. Do not involve operations or structures not in keeping with the character of the district.
3. On-site signs (see Section 4.2).
4. On-site storage in conjunction with light manufacturing uses subject to the installation and maintenance of landscaped buffer areas in accordance with Section 4.2.13 herein.

PROHIBITED USES AND STRUCTURES

1. Dwelling units except as provided under accessory uses.
2. Off-site signs.
3. Any other uses or structures not specifically, provisionally or by reasonable implication permitted herein. Any use which is potentially dangerous, noxious or offensive to neighboring uses in the district or to those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio or television reception, radiation or likely for other reasons to be incompatible with the character of the district.

4.15.5 SPECIAL EXCEPTIONS (see also Articles 12 and 13)

1. Truck stops.
2. Travel trailer parks or campgrounds (see Section 4.2).
3. Commercial tourist attractions.
4. Package store for sale of alcoholic beverages; bar tavern, or cocktail lounge.
5. Retail commercial outlets for sale of new and used automobiles, motorcycles, trucks and tractors, manufactured homes, boats, heavy machinery and equipment, lumber and building supplies, and monuments.
6. Public buildings and facilities.

4.15.6 MINIMUM LOT REQUIREMENTS (area, width)

1. All permitted uses (unless otherwise specified):

Minimum site area	1 acre
Minimum lot width	200 feet

4.15.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side yards)

1. All permitted uses (unless otherwise specified):

Front	30 feet
Side	30 feet
Rear	30 feet

Special provisions: No less than 15 feet of the depth of the required front yard shall be maintained as a landscaped area. The depth of this landscaped area shall be measured at right angles to property lines and shall be established along the entire length and contiguous to the designated property line or lines. This landscaped area may be penetrated at right angles by driveways. The remainder of the required yard may be used for offstreet parking but not for buildings.

Note: A minimum undisturbed, vegetated buffer of fifty (50) feet measured from the recognized bank of all perennial rivers, streams and creeks shall be required. Exception may be made for the provision of reasonable access to the river, stream or creek and reasonable recreational activities within buffer areas. Reasonable access shall mean the minimum of clearing necessary for access not to exceed twenty-five (25) feet in width.

4.15.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED (see Section 4.18 for exceptions)

35 feet; except the height of signs which advertise commercial establishments located within the same CHI district shall be unrestricted, provided that such sign shall not exceed height limitations prescribed by the Federal Aviation Agency or airport zoning regulations within the flight-approach zone of airports.

4.15.9 MAXIMUM LOT COVERAGE BY ALL BUILDINGS

35%

Note: In addition to meeting the required lot yard, building height, lot coverage, landscaped buffering, and off-street parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

4.15.10 MINIMUM LANDSCAPED BUFFERING REQUIREMENTS (see also Section 4.18)

1. All permitted uses (unless otherwise specified):

Where a use listed under (1) above is erected or expanded on land abutting either (a) residential district or (b) property used for residential purposes in a residential/office district, then the highway interchange commercial use shall provide a landscaped buffer which shall be not less than 20 feet in width along the affected rear and/or side yards as the case may be.

4.15.13 MINIMUM OFFSTREET PARKING REQUIREMENTS (see also Section 4.18)

1. Commercial and service establishments (unless otherwise specified): 1 space for each 150 square feet of non-storage floor area, plus, where applicable, 1 space for each 1,000 square feet of lot or ground area outside buildings used for any type of sales, display, or activity.

2. Restaurants, cocktail lounges, bars, and taverns: 1 space for each 3 seats in public rooms.

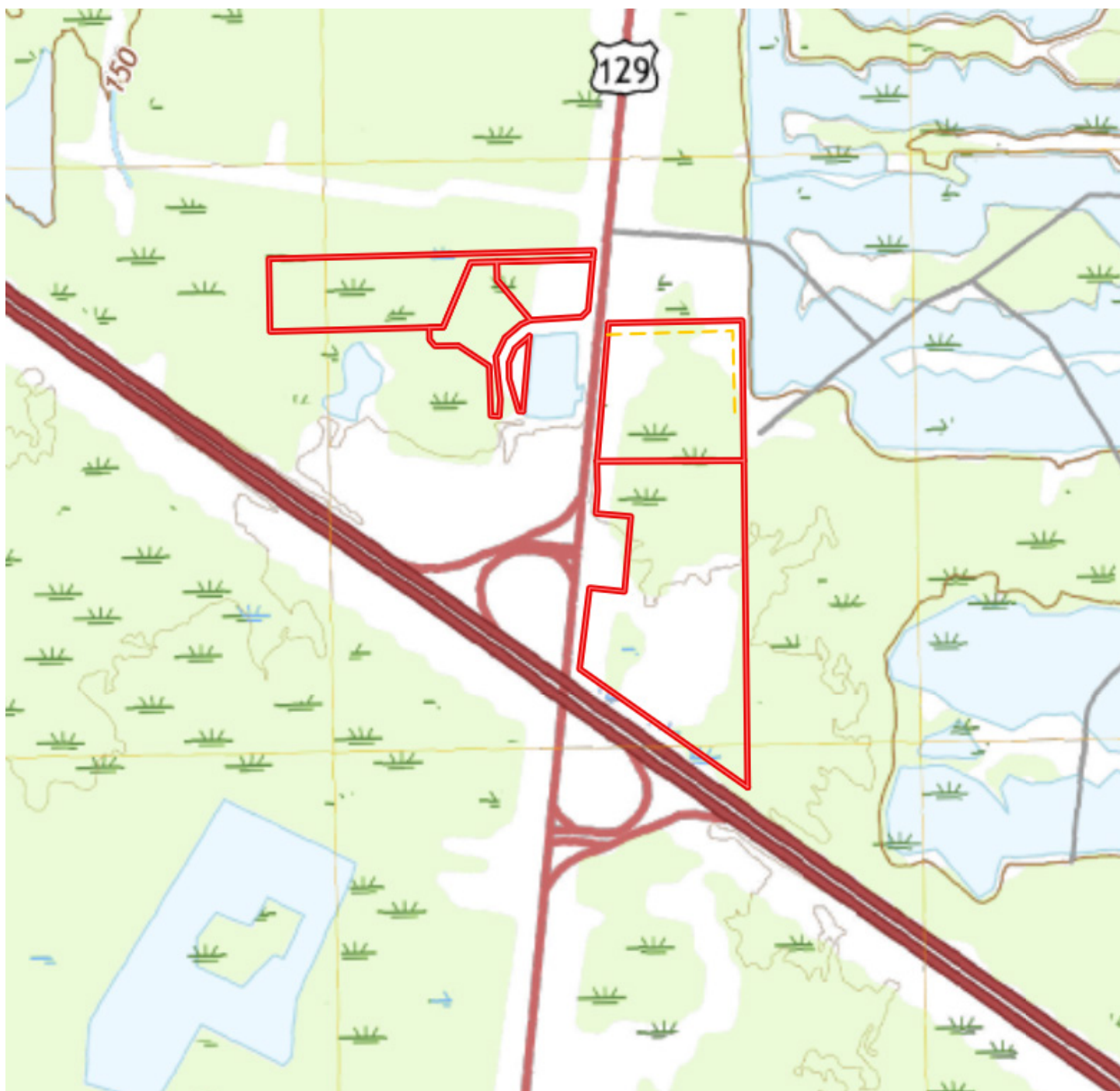
3. Hotels and motels: 1 space for each sleeping room, plus 2 spaces for the owner or manager, plus required number of spaces for each accessory use such as restaurant, bar, etc. as specified.

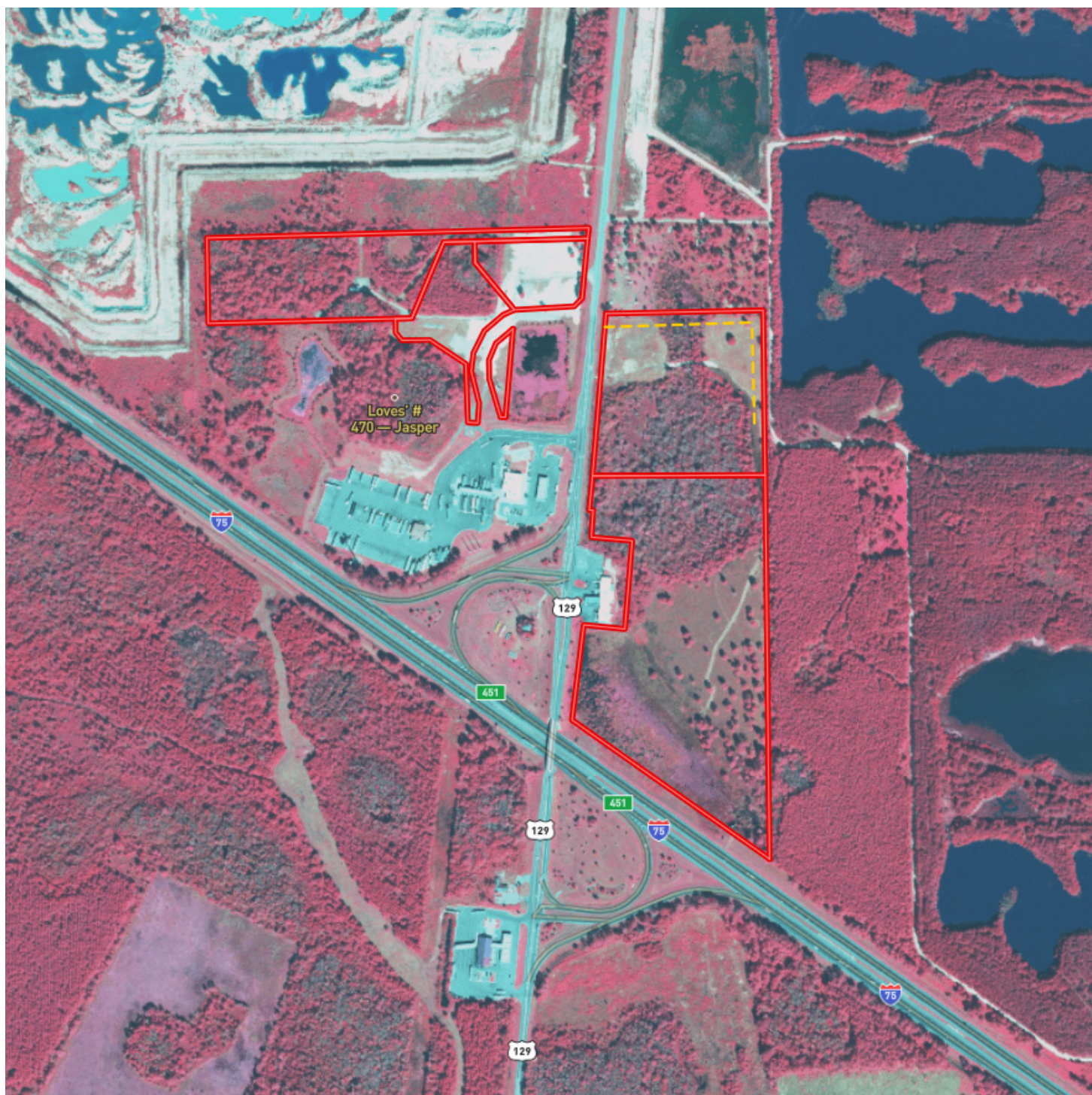
Note: Offstreet loading required (see Section 4.2)

4. Warehousing and storage only; one (1) space for each one thousand five hundred (1,500) square feet of floor area.

5. Miscellaneous uses such as parcel delivery office, motor bus or truck or other transportation terminal; one (1) space for each three hundred fifty (350) square feet of floor area.

6. Other permitted uses (unless otherwise specified); one (1) space for each five hundred (500) square feet of floor area.



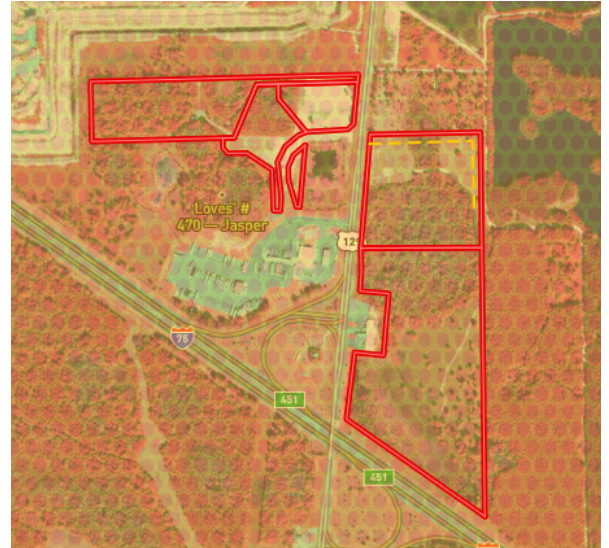


OPPORTUNITY ZONE OVERVIEW

The subject property is located within a designated Qualified Opportunity Zone. The information below has been derived from the Internal Revenue Service's website and highlights some of the main features about Opportunity Zones:

What is an Opportunity Zone?

An opportunity zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as opportunity zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury via his delegation of authority to the Internal Revenue Service.



What is the purpose of Opportunity Zones?

Opportunity zones are an economic development tool—that is, they are designed to spur economic development and job creation in distressed communities.

How do Opportunity Zones spur economic development?

Opportunity zones are designed to spur economic development by providing tax benefits to investors. First, investors can defer tax on any prior gains invested in a Qualified Opportunity Fund (QOF) until the earlier of the date on which the investment in a QOF is sold or exchanged, or December 31, 2026. If the QOF investment is held for longer than 5 years, there is a 10% exclusion of the deferred gain. If held for more than 7 years, the 10% becomes 15%. Second, if the investor holds the investment in the Opportunity Fund for at least ten years, the investor is eligible for an increase in basis of the QOF investment equal to its fair market value on the date that the QOF investment is sold or exchanged.

Do I need to live in an opportunity zone to take advantage of the tax benefits

No. You can get the tax benefits, even if you don't live, work or have a business in an opportunity zone. All you need to do is invest a recognized gain in a Qualified Opportunity Fund and elect to defer the tax on that gain.

We recommend you discuss and review opportunity zone information with your accountant for a complete review of how it can impact you. More comprehensive information about opportunity zones can be found on the IRS website at:

<https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions#general>

FL# 200005304 B 487 P 200
REC NO. 01033903138

FILED AND RECORDED
DATE 12/04/2000 TM 03:40

ELAINE ROZIER CLERK
CO:HAMILTON ST:FL

RECORDED
BY *Ruth J. J. J.* DC

DOC STAMPS 11,270.00
INTANG TAX .00

Return this Instrument to:

WYERS TITLE INSURANCE CORPORATION
14802 N. DALE MABRY HWY STE. 100
TAMPA, FLORIDA 33618

This Instrument Prepared by:

Muriel Desloovere, Esq.
LANGFORD & HILL, P.A.
1715 W. Cleveland Street
P.O. Box 3277
Tampa, Florida 33601-3277

#404 Suwannee River Texaco

Space Above Reserved for Use by Clerk of Circuit Court

WARRANTY DEED

THIS INDENTURE, made this 21st day of November, 2000, by JIMMY DAVIS ENTERPRISES, INC., party of the first part, and LAND O'SUN MANAGEMENT CORPORATION, a Florida corporation, party of the second part, whose address is: 3715 NW 97th Blvd., Suite A, Gainesville, Florida 32606

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) to it in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part and its successors and assigns forever, all of its right, title and interest in and to that certain parcel of land lying and being in the County of Hamilton and State of Florida, more particularly described as follows:

SCHEDULE "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And the party of the first part covenants with the said party of the second part that it is

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lawfully seized of the said premises, that they are free from all encumbrances except easements and other restrictions of record and taxes for the year 2000 and subsequent years; and that it has good right and lawful authority to sell the same; and that the said party of the first part does hereby fully warrant the title to the said land and will defend the same forever against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written.

Signed, Sealed & Delivered
in Our Presence:

JIMMY DAVIS ENTERPRISES, INC.
A Florida corporation,

(Sign) Melissa Jay Murphy
Print Name: Bob
(Sign) [Signature]
Print Name: _____

By: Hank Davis
Hank Davis, President
Address: 420 Lakeshore Drive
Madison, Florida 32340

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of November, 2000, by Hank Davis, as President of JIMMY DAVIS ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

(Sign) Melissa Jay Murphy
NOTARY PUBLIC STATE OF FLORIDA
Print Name: _____

My Commission Expires:

My Commission Number:



Melissa Jay Murphy
MY COMMISSION # CC063871 EXPIRES
November 20, 2003
BONDED BY THE FAIR INSURANCE, INC.

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REC NO. 01033903138

Store 404
Suwannee River

SCHEDULE 'A'

A portion of Section 32, Township 1 North, Range 14 East, Hamilton County, Florida, being more particularly described as follows:

Commence at a D.O.T. rebar marking the intersection of the northerly right-of-way line of Interstate 75 (Variable width right-of-way) with the easterly right-of-way line of U.S. Highway 129 (Variable width right-of-way); thence North 04°44'19" East along said right-of-way line of U.S. Highway 129 a distance of 445.53 feet to a rebar marking the Southwest corner and POINT OF BEGINNING of the following described parcel; thence continue North 04°44'19" East along said right-of-way line a distance of 390.52 feet to a rebar; thence South 84°16'03" East a distance of 223.12 feet; thence South 04°44'19" West a distance of 390.52 feet to a rebar; thence North 84°16'03" West a distance of 223.12 feet to the POINT OF BEGINNING.

Containing 2.00 acres, more or less.

Said lands situate, lying and being in Hamilton County, Florida.

TOGETHER WITH the right to erect and maintain a high-rise sign of a design, shape and size to be determined by party of the second part, in perpetuity, with the right of ingress and egress to said sign over and across the following described property:

A portion of Section 32, Township 1 North, Range 14 East, Hamilton County, Florida, being more particularly described as follows:

Commence at a D.O.T. rebar marking the intersection of the northerly right-of-way line of Interstate 75 (Variable width right-of-way) with the easterly right-of-way line of U.S. Highway 129 (Variable width right-of-way); thence North 04°44'19" East along said right-of-way line of U.S. Highway 129 a distance of 10.83 feet to the POINT OF BEGINNING of the following described Sign Access Easement; thence continue North 04°44'19" East along said right-of-way line a distance of 434.71 feet; thence South 84°16'03" East a distance of 15.00 feet; thence South 04°44'19" West a distance of 419.45 feet; thence South 85°15'41" East a distance of 14.49 feet; thence South 04°44'19" West a distance of 15.00 feet; thence North 85°15'41" West a distance of 29.49 feet to the POINT OF BEGINNING.

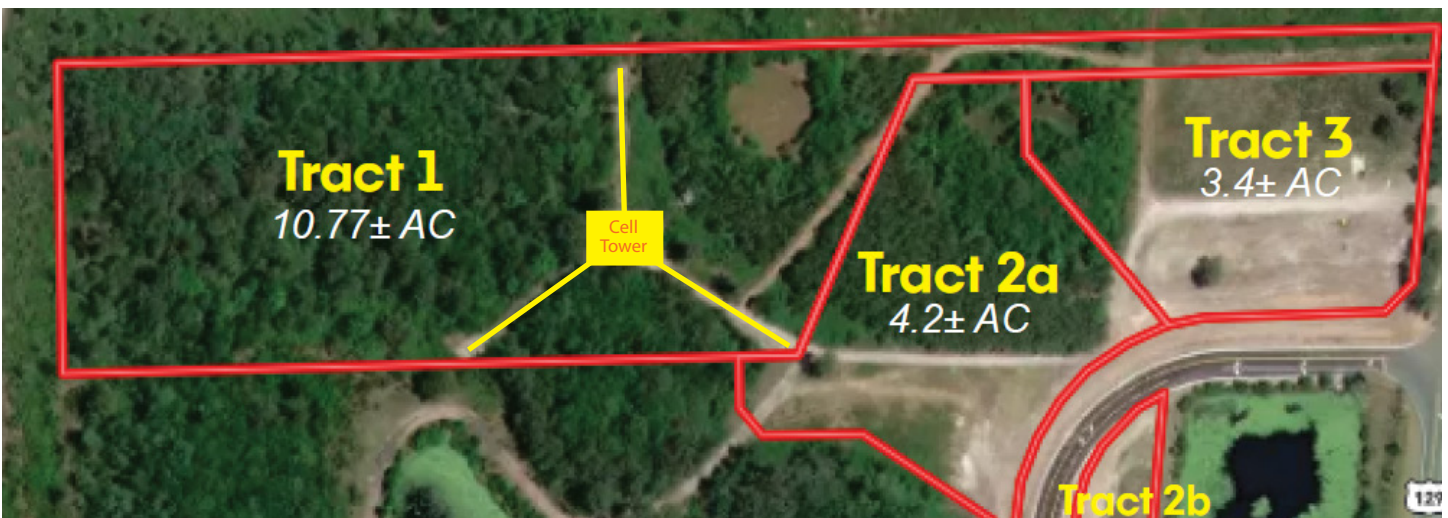
RESERVING UNTO THE party of the first part, an easement for ingress and egress over and across the following described property:

An easement for ingress and egress lying in a portion of Section 32, Township 1 North, Range 14 East, Hamilton County, Florida, being more particularly described as follows:

Commence at a D.O.T. rebar marking the intersection of the northerly right-of-way line of Interstate 75 (Variable width right-of-way) with the easterly right-of-way line of U.S. Highway 129 (Variable width right-of-way); thence North 04°44'19" East along said right-of-way line of U.S. Highway 129 a distance of 445.53 feet to a rebar; thence continue North 04°44'19"

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REC NO. 01039903138

East along said right-of-way line a distance of 62.60 feet to the POINT OF BEGINNING of the following described easement; thence continue North $04^{\circ}44'19''$ East along said right-of-way line a distance of 24.00 feet; thence South $85^{\circ}15'41''$ East a distance of 45.29 feet; thence South $04^{\circ}44'19''$ West a distance of 87.39 feet; thence North $84^{\circ}16'03''$ West a distance of 24.00 feet; thence North $04^{\circ}44'19''$ East a distance of 62.97 feet; thence North $85^{\circ}15'41''$ West a distance of 21.29 feet to the POINT OF BEGINNING.





August 5, 2011



Re: First Amendment To Ground Lease
Cell Site Number: Hillcoat FA#: 10091905
Site Address: 6407 US Highway 129 South, Jasper, FL 32052

Dear Lessor:

Please find enclosed one (1) fully executed original First Amendment To Ground Lease dated 7/28/11 for your records.

You will be receiving a notice with the changes addressed per the enclosed. It is a priority to maintain excellent tenant/lessor relationships. If you have any questions or concerns regarding our agreement, please contact our Lease Administration team at our toll-free number, 877-231-5447. In order to expedite processing of your request, please reference on all communications the site name and FA Number as found on the subject line of this letter.

Sincerely,



AT&T Mobility Corporation

Cc: file



Cell Site Name: HILLCOAT
 Fixed Asset No. 10091905
 Market: North Florida
 Address: 6407 US Highway 129 South, Jasper, FL 32052

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("Amendment") dated as of the later date below is by and between Madison Interstate Investors, Inc., a Florida corporation, as successor in interest to Interstate Investors, Inc., a Georgia corporation, having a mailing address at [REDACTED] (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at [REDACTED] (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Ground Lease dated September 20, 2001, whereby Landlord leased to Tenant certain Leasehold Parcel, therein described, that are a portion of the property located at 6407 US Highway 129 South, Jasper, FL 32052 ("Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of 60 months ("New Initial Term"), commencing on July 1, 2011. As of such New Term Commencement Date, all remaining terms in Section 7 of the Lease except as set forth herein shall be void and of no further force and consequence. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Modification of Rent.** Commencing on July 1 2011, the rent payable under the Lease shall be \$10,350.00 annually, and shall continue during the Term, subject to adjustment, if any, as provided below.

Cell Site Name: HILLCOAT
 Fixed Asset No. 10091905
 Market: North Florida
 Address: 6407 US Highway 129 South, Jasper, FL 32052

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay rent set forth under the Lease, for a 72 month period commencing July 1, 2011 and ending June 30, 2017 ("Rent Guarantee Period"), Tenant's obligation to pay rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Lease, if any, Tenant will be released from any and all of its obligations to pay rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Lease, including but not limited to any default under the terms of the Lease beyond any applicable grace and cure period; (b) there is a foreclosure of the property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Lease, (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant or (e) Tenant terminates the Lease pursuant to the terms of the Permitted Use section as modified below. If this Lease is further modified in the future with an obligation for Tenant to pay additional rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such rent guarantee will not extend to that future additional rent obligation.

4. **Future Rent Increase.** The Lease is amended to provide that commencing on July 1, 2016, the rent shall increase by ten percent (10.00%) and at the beginning of each Extension Term, as applicable.

5. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants and assigns may use the Leasehold Parcel for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Leasehold Parcel at any time during the term of this Lease, in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Lease and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

6. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

Cell Site Name: HILLCOAT
Fixed Asset No. 10091905
Market: North Florida
Address: 6407 US Highway 129 South, Jasper, FL 32052

7. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Tenant:



With a required copy to:



As to Landlord:



Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

Amendment_v.2

Cell Site Name: HILLCOAT
Fixed Asset No. 10091905
Market: North Florida
Address: 6407 US Highway 129 South, Jasper, FL 32052

9. Sale of Property / Rental Stream Offer.

(a) **Sale of Property.** If Landlord, at any time during the Term of this Lease, decides to sell, subdivide or rezone any of the Leasehold Parcel, all or any part of the property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Lease and Tenant's rights hereunder.

(b) **Rental Stream Offer.** If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Lease ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Lease.

(c) If Landlord attempts to transfer ownership to a third party in accordance with (a) or (b) without fully complying with the terms and conditions of (a) and (b) hereinabove, such a transfer shall be void and of no further force or effect. Landlord agrees to indemnify Tenant for any and all claims associated with such a purported transfer.

10. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

11. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site Name: HILLCOAT
Fixed Asset No. 10091905
Market: North Florida
Address: 6407 US Highway 129 South, Jasper, FL 32052

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

[REDACTED]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By:
Name:
Title:
Date:

[REDACTED]

By:
Name:
Title:
Date:

[REDACTED]

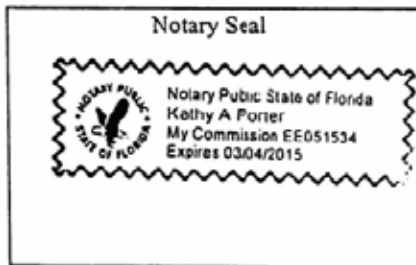
Cell Site Name: HILLCOAT
 Fixed Asset No. 10091905
 Market: North Florida
 Address: 6407 US Highway 129 South, Jasper, FL 32052

TENANT ACKNOWLEDGEMENT

STATE OF Florida)
) SS.
 COUNTY OF Seminole)

I certify that I know or have satisfactory evidence that [REDACTED] is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Real Estate & Construction Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7-28-11



[REDACTED]
 (Signature of Notary)
Kathy Porter
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of FLORIDA
 My appointment expires: 3-4-13

[illegible]

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property or item prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property or items prior to Bidding. Please see website for scheduled inspection times or call for an appointment.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must within 24 hours execute the Purchase and Sale Agreement and remit an earnest deposit. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing for Real Property: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Survey: Should all tracts be sold in its entirety to a single purchaser the property will be conveyed by existing legal description. In the event the property sales divided a final survey will be completed by Briggs, Washington & Thompson Land Surveying Inc. The cost of the survey will be paid by the purchasers at the rates indicated on the Survey Fee sheet located in the download section of the property page on 7hauctions.com. One survey will be prepared with all tracts included and corners set. Marking of lines between corners and individual surveys will be available for an additional fee. The survey will include a boundary survey, metes and bounds descriptions and corners set. The individual tracts contain estimated acreage amounts derived by Briggs, Washington & Thompson Land Surveying Inc. and are not field measurements. The final acreage may vary slightly on individual tracts. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one acre or greater from what is advertised the day of the auction.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. **UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION.** A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of up to \$5,000. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as non-exclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last five (5) minutes of the auction the ending time of the auction for ALL properties will be extended for five (5) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for five (5) minutes.

Bid Increments For Real Property: The bidding increments for all properties will be as follows:

Amount Up To	Bid Increments
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold "As-Is, Where-Is" with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling "Absolute". The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling "Absolute". Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills Auctions, LLC:

Broker: William C. Lee III (Firm: FL-CQ1057830; GA-77326; AL-C0001475030)

Auction License: GA: AUC003134, FL: AB3765, AL:#5495, MS: #1613

Seven Hills AUCTIONS

7HAUCTIONS.COM
800.742.9165

JUNE 2024

Seven Hills Auctions, LLC: Auction License:
AL:C-253, A5495, FL: AB3765, GA: AU-C003134,
LA: AB-513, MS: C-23814, TN: 7182

William C. Lee III, Broker, Firm
AL-000147503-0. FL-CQ1057830. GA-77326. LA-2111. MS-24292.



MEMBERS