

## TOWER AND GROUND SPACE LEASE AGREEMENT

THIS TOWER AND GROUND SPACE LEASE AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida ("Landlord"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, 13F Atlanta, GA 30319 ("Tenant").

**WHEREAS**, Landlord is the owner of certain real property and associated tower facility as described herein; and

**WHEREAS**, Tenant desires to occupy space on Landlord's tower and real property.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and hereby restated in their entirety.

2. **Property**. Landlord is vested with title to the property located at the Public Safety Complex, 800 SE Monterey Rd., Stuart, FL, County of Martin, as depicted on Exhibit "A", attached hereto and made a part hereof which has been identified for a telecommunications facility (hereinafter referred to as the "Site").

3. **Demise of Premises**. Landlord, in consideration of the terms, covenants, conditions and agreements set forth in this Lease to be kept and performed by Tenant, hereby leases to Tenant and Tenant does hereby lease from Landlord the following described Premises:

**"Tower Space"**

Attachment locations at or above a centerline height of 140 feet upon the Tower, as hereinafter defined, for the placement and affixing of antennas and lines in accordance with Tenant's needs, subject to the structural limitations of the Tower.

**"Shelter Space"**

Approximately 300 sq. ft. of shelter space at the Site, adjacent to the base of the Tower for the placement of radio station equipment and access to a line bridge structure.

The Tower Space and the Shelter Space are collectively referred to hereinafter as the "Premises".

4. **Use of Premises**. The Premises may be used by Tenant for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, associated antennas, equipment shelters or cabinets and fencing

and any other items necessary to the successful and secure use of the Premises. Any changes, except for routine maintenance and like kind exchanges of equipment, to the existing improvements located on the Premises shall be subject to Landlord's prior approval, through an Amendment to the Lease to be reviewed and approved by the County Administrator or their designee. All changes will require structural and loading analysis by a licensed Professional Engineer (PE) from the state of Florida and configuration adjustments and changes in equipment may be subject to additional charges and/or fees to the current rental fees described in Section 6.

Tenant agrees to allow landlord to maintain its existing equipment one antenna co-located at the 140' height, one VHF Dipole antenna at 135' and one 4' dish at 120' which is attached to tenant mounting equipment. Should maintenance be done to tenant equipment which would require the removal of landlord equipment tenant agrees to return landlord equipment to original location at tenant's expense.

5. **Term.** The term of this Lease shall be ten (10) years commencing on August 19, 2022 and will expire on August 18, 2032 (the "Term"). Tenant shall have the right to extend this Lease for three (3) additional ten (10) year terms ("Extension Periods"). Each Extension Period shall be on the same terms and conditions as set forth in this Lease with such annual rent increases as contemplated herein. This Lease shall automatically be renewed for each Extension Period unless Tenant notifies Landlord of Tenant's intention, in writing, not to extend the Lease at least six (6) months prior to the expiration of the Term (or six (6) months prior to the expiration of the Extension Period as the case may be). Unless the case dictates otherwise, all references to the "Term" of this Lease shall be deemed to include the initial term (August 19, 2022 to August 18, 2032) and any Extension Period that may then be in effect.

6. **Rent.**

(a) **Tenant's Rent.** Tenant's annual rent for the Premises shall be Twenty-Four Thousand and No/100 DOLLARS (\$24,000.00), which Tenant shall pay to Landlord in annual installments in advance on the first day of each year of the Term of this Lease, without deduction, offset, prior notice or demand. Rent payments shall commence on August 19, 2022. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated.

(b) **Annual Rent Increases.** All rental payments contemplated above shall increase by three percent (3%) annually beginning on the first day of August 2023. Any fee increases, due to Lease Amendments, above three percent (3%) shall be approved by the County Administrator or their designee.

(c) **Manner of Payment.** All rental installments shall be paid in lawful money of the United States to Landlord, in care of Landlord's Real Property Manager at the address set out in Paragraph 25 of this Lease entitled "Notices," or such other address as shall be designated from time to time in writing by Landlord.

(d) **Privilege Tax.** At the time of paying rent, Tenant shall also pay Landlord the privilege tax levied under Section 212.031, Florida Statutes, if applicable, in the amount that may be required by that law from time to time, the current amount being six percent (6.00%).

(e) **Additional Rent.** All taxes, charges, costs, and expenses that Tenant assumes or agrees to pay under this Lease, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all of the rights and remedies provided by law and under this Lease for failure to pay rent.

7. **Construction of Improvements.** Tenant shall cause any and all future work Tenant might undertake, to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable laws and ordinances. Tenant shall ensure that any liens which do arise as the result of work for which Tenant is responsible to be promptly satisfied by payment or invalidated and released of record through appropriate judicial action.

8. **Ownership of Improvements.** Future improvements shall become the property of Landlord without the necessity for any separately documented bill of sale, and Tenant agrees that Landlord is an intended third-party beneficiary of Tenant's construction of any improvements. Landlord's Building shall be the personal property of Landlord. Tenant's building(s), excluding any foundations related thereto, equipment, fixtures and all personal property shall be Tenant's personal property whether or not said items are considered fixtures and attachments to real property under applicable Laws, and Tenant shall remove said personal property Tenant prior to the termination of this Lease. Tenant's removal of Tenant's personal property shall be done in manner that will restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted.

9. **Tower and Shelter Maintenance.** Tower maintenance shall be the responsibility of the Landlord with the exception of any additional equipment provided and installed by the Tenant. Maintenance of the associated Shelter building will be the responsibility of the Tenant.

10. Intentionally Deleted.

11. Reserved.

12. **Taxes.** Tenant shall pay any personal property taxes levied against Tenant's Building and Tenant's base station equipment. Landlord shall pay any real estate taxes and assessments attributable to the land underlying the Premises, and any personal property taxes levied against the Tower, Landlord's Building, and Landlord's base station equipment.

13. **Compliance with Laws.** Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) now or hereafter in effect.

14. **Indemnification/Insurance/Casualty and Condemnation.**

(a) **Commercial General Insurance.** Tenant shall carry and maintain in effect at its expense during the Term of this Lease, Commercial General insurance per ISO form CG 00 01 or equivalent, adequate to protect Landlord against liability arising from premises, operations, personal injury, products/completed operations, and contractual liability in an amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and an aggregate amount of Four Million and No/100 Dollars (\$4,000,000.00). A certificate of insurance evidencing such insurance and listing Landlord as an additional insured by endorsement as respects to this Lease, shall be provided to Landlord prior to utilization of the Premises and will be provided annually with payment of rent. Such policy shall be non-cancelable with respect to Landlord except upon thirty (30) days' prior written notice to Landlord. Throughout the Term of the Lease, but not more often than once every five years, with 60 days advanced written notice to Tenant, Landlord shall have the right, but not the obligation, to require Tenant to increase the liability insurance minimums required by this paragraph to amounts that are then reasonable to cover the insured risks.

(b) **Worker's Compensation Insurance.** Tenant agrees to carry and maintain, during the term of this Lease, applicable worker's compensation insurance for all its employees employed in connection with the business operated under this Lease. Such insurance shall fully comply with the Worker's Compensation Law, Chapter 440, Florida Statutes. The workers compensation insurance policy required by this Lease shall also include Employer's Liability in amount of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits. Tenant shall provide proof of worker's compensation insurance as required by law, if applicable.

(c) **"All Risk" Hazard Insurance.** In recognition of the significant costs associated with procuring "all risk" hazard insurance for the replacement value of the improvements on the Premises, Tenant shall only be required to obtain such insurance in an amount sufficient to provide for demolition and clearance of the Tower and all other improvements made by Tenant, including Landlord's Building. Tenant self-insures this risk. Landlord shall be named as an additional insured party and any claims shall be made jointly payable to the Tenant and Landlord. Any policy under this section also shall be non-cancelable as to Landlord, except upon thirty (30) days' written notice.

(d) **Builders Risk Insurance.** In the event Tenant undertakes any improvements or modifications to the existing improvements located on the Premises, Tenant shall require that Tenant's construction general contractor ("GC") shall purchase and maintain property insurance (Builders Risk) upon the work under GC's contract with Tenant at the site consistent with the requirements set forth above. Any deductible maintained on such insurance shall be the responsibility of the GC. This insurance shall include the interests of Landlord, Tenant, the GC and subcontractors in the work and shall ensure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including theft, vandalism and malicious mischief. Similar coverage will be obtained by the GC for portions of the Work in transit. Tenant self-insures this risk. Landlord shall be named an additional insured under the insurance required by this paragraph.

(e) **Removal of Debris.** If the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, the Tenant shall promptly remove all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that such measures are covered by any insurance obtained by Tenant, the proceeds thereof shall be made available to the Tenant for such purpose. If the Tenant shall fail to promptly comply with the provisions hereof, then the Landlord may, upon prior notice to Tenant, take such measures as it deems necessary to render the Premises in a neat, orderly and safe condition, and the Tenant shall be responsible for any costs expended by the Landlord in connection therewith. Notwithstanding the above, if the Premises is damaged by fire or casualty not caused by Tenant, and such damage or casualty renders a substantial portion of the Premises unusable by Tenant, Tenant shall have the option of terminating this Lease within sixty (60) days written notice of the fire or casualty.

(f) **Damage to or Destruction of the Premises.** If the Premises or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, then:

(1) The Tenant shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that the Tenant within forty-five (45) calendar days after the occurrence of such damage or destruction notifies the Landlord in writing that it elects to exercise its option to make the necessary repairs or replacements. If the Tenant elects to make such repairs or replacements, it shall commence such repair or replacement within six (6) months from the date of such destruction. If the Premises has been completely destroyed, Tenant shall commence construction within one (1) year from the date of such destruction. Landlord, in its sole discretion, may grant extensions to the above time periods upon request from Tenant. Provided, however, in no event shall tower operations be discontinued for more than two (2) years.

(2) If the Tenant fails to notify Landlord in writing of its intention to make the necessary repairs or replacements within the forty-five (45) day period provided in subparagraph (1) of this subsection (f), or Tenant does not elect to make such repairs and replacements, then this Lease shall terminate upon the earlier of: (i) the expiration of seventy-five (75) calendar days from the occurrence of such destruction or damage; or (ii) the date established by written notice by the Landlord or Tenant, as the case may be, of termination of this Lease to the other party.

(g) **Landlord's Negligence.** Except for its negligence or the negligence of its officers, employees, or agents, and except for damage caused by the breach by Landlord of its covenant of quiet enjoyment, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, building, or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors or sub-tenants.

(h) **Tenant's Indemnification of Landlord.** Tenant shall indemnify and save harmless Landlord from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Premises resulting from any act(s) or omissions(s) of Tenant, or Tenant's officers, agents, servants, employees, or contractors. Further, Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Notwithstanding any provision to the contrary set forth above, neither Party shall be liable to the other, or any of their respective agents, representatives or 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. Nothing herein is intended to serve as a waiver of the Landlord's sovereign immunity or the provisions of Section 768.28. Nothing herein shall be construed as consent by the Landlord to be sued by third parties in any manner arising out of this Lease.

15. **Interference.** Landlord hereby reserves the right to construct, maintain, repair and operate its own communications facility on the Tower. All improvements, equipment, antennas and conduits which Landlord wishes to place on the Tower shall be at Landlord's own cost and expense and Landlord's installation shall be at the discretion and option of Landlord. Landlord shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. Both Landlord and Tenant agree, each with the other, to install only such equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of the other or other lessees located on the Tower. In the event any equipment causes such interference, and after the **offending party** has received notice from the **non-offending party**, in writing, of such interference, the offending party will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at non-offending party's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will either party be entitled to terminate the Lease or relocate the equipment as long as offending party is making a good faith effort to remedy the interference issue. The parties hereto agree that all sub-tenants who currently have or in the future take occupancy on the Tower will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of any other party on the Tower.

16. **Subleasing.** Subleasing is prohibited.

17. **Default. Termination.**

(a) In the event there is a breach by Tenant with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, Landlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have twenty (20) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by Landlord with respect to any of the provisions of this Lease or its obligations under it, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach, provided Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Paragraph.

(c) Termination by Tenant upon 180 day written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if the site is technically no longer needed, in Tenant's sole discretion, to provide service to Tenant's customers.

18. **Remedies.** Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. In the event of a default by either party with respect to a material provision of this Lease, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that the equitable remedy of specific performance is hereby waived by both parties; and provided, further, however, that Tenant will not assert any claim whatsoever against Landlord for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Tenant as a result of the construction, maintenance, operation or use of the Premises. If the non-defaulting party performs any of the defaulting party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting party shall immediately be due and owing by the defaulting party to the non-defaulting party, and the defaulting party shall pay to the non-defaulting party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of ten percent (10%) per annum. Upon a default by Tenant, Landlord may, at Landlord's option, elect

to: (a) re-enter the Premises and remove all persons and property therefrom, either by summary proceedings or by any appropriate action or proceeding at law; and/or (b) terminate this Lease by giving ten (10) days prior written notice to Tenant electing to terminate, whereupon, the terms of this Lease shall expire with the expiration of the referenced ten (10) days' notice, and Tenant shall quit and peacefully surrender the Premises to Landlord, removing all of Tenant's personal property from the Premises.

19. **Attorney Fees and Expenses.** The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Lease.

20. **Quiet Enjoyment.** Landlord hereby covenants that Tenant shall have quiet and peaceful enjoyment of the Premises throughout the Term of this Lease as long as Tenant is not in default hereunder.

21. **Title, Access and Authority.** Landlord warrants and represents that: (i) Landlord has the full right, power, and authority to execute this Lease; (ii) Landlord has good and marketable fee simple title to the Premises; and (iii) the Premises is served by legal access from a public roadway and the Tenant shall have free access to the Premises at all times for the purpose of installing and maintaining the Tenant's equipment; provided, however, that only authorized engineers, employees or properly authorized contractors of Tenant or persons under Tenant's direct supervision will be permitted to enter the Premises. Tenant warrants and represents that: (i) Tenant has the full right, power, and authority to execute this Lease; and (ii) Tenant shall permit only authorized engineers, employees or properly authorized contractors of Tenant or persons under Tenant's direct supervision to enter the Premises.

22. **Assignment.** Landlord and Tenant agree and acknowledge that this Lease may be sold, assigned or transferred by Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization with a copy sent to Landlord for their records. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned.

23. **Environmental Covenant.** Tenant hereby covenants that Tenant's use of the Premises shall never result in the spilling, dumping, or transmission of any hazardous waste or hazardous substance into or upon the Property. Tenant agrees to bear full responsibility for curing any breach of this covenant by causing all necessary cleanup and recovery of such substances to be performed to the satisfaction of the appropriate governmental authorities at Tenant's sole cost and expense. This covenant shall survive the expiration or earlier termination of this Lease and shall apply with equal force and effect to contamination discovered subsequently thereto, if the same is attributable to Tenant's historical presence on the Property.

24. **Subordination.** Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereafter shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace period or cure period, such



Market: Florida  
Cell Site Number: 65968  
Cell Site Name: FP05  
Fixed Asset Number: 10080587

assurance to be in form reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

25. **Notices.** All notices required or permitted under this Lease shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Landlord:        Martin County  
                              ATTN: Real Property Manager  
                              2401 SE Monterey Road  
                              Stuart, Florida 34996  
                              Phone: 772-221-2354  
                              e-mail: [real\\_property@martin.fl.us](mailto:real_property@martin.fl.us)

With a Copy to:        Martin County  
                              ATTN: County Administrator  
                              2401 SE Monterey Road  
                              Stuart, Florida 34996  
                              Phone: 772-288-5400

As to Tenant:            New Cingular Wireless PCS, LLC  
                              Attn: Tower Asset Group - Lease Administration  
                              Re: Cell Site #: 65968; Cell Site Name: FP05 (FL)  
                              Fixed Asset #: 10080587  
                              1025 Lenox Park Blvd NE 3rd Floor  
                              Atlanta, Georgia 30319

With a copy to:        New Cingular Wireless PCS, LLC  
                              Attn.: Legal Dept – Network Operations  
                              Re: Cell Site #: 65968; Cell Site Name: FP05 (FL)  
                              Fixed Asset #: 10080587  
                              208 S. Akard Street  
                              Dallas, TX 75202-4206

26. **Memorandum of Lease.** Each of the parties to this Lease will, promptly upon request of the other, execute a Memorandum of this Lease in form suitable for recording, setting forth such information regarding this Lease as either party may reasonably require.

27. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the property of Tenant, and Landlord gives Tenant the right to remove all or any portion of same from time to time.

28. **Miscellaneous.**

A. If any provision of this Lease shall be determined to be unenforceable or invalid, the same shall be struck from this Lease and the balance of this Lease shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.

B. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease.

C. The parties to this Lease have participated fully in the negotiation and preparation in this Lease and, accordingly, this Lease shall not be more strictly construed against one of the parties to this Lease.

D. Landlord shall not be deemed, by virtue of this Lease or any action taken hereunder, to have become a partner or joint venture with Tenant.

E. This Lease may not be changed or modified except by an agreement in writing signed by the parties.

F. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

G. If either party is represented by a broker in this transaction, that party shall be fully responsible for any such fee due such broker.

H. All prior and contemporaneous oral and written representations and communications between the parties are superseded by and merged into this Lease, and do not form the basis of any bargain which differs from the express provisions hereof.

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 PUBLIC HEALTH UNIT.

30. **Law, Jurisdiction, Venue, WAIVER OF JURY TRIAL.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States

Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS LEASE, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this Lease after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31. **Tenant's Duties Regarding Public Records.** The Tenant must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the Tenant asserts any exemptions to Florida's public record laws, the Tenant has the burden of establishing and defending the exemption.

**IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

32. **E-Verify.** *As a condition precedent to entering into this Lease*, and in compliance with Section 448.095, Fla. Stat., Tenant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(i) Tenant shall require each of its subcontractors to provide Tenant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Tenant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Lease.

(ii) The Landlord, Tenant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(iii) The Landlord, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Tenant otherwise complied, shall promptly notify Tenant and Tenant shall immediately terminate the contract with the subcontractor.

(iv) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Tenant acknowledges that upon termination of this Lease by the Landlord for a violation of this section by Tenant, Tenant may not be awarded a public contract for at least one (1) year. Tenant further acknowledges that Tenant is

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liable for any additional costs incurred by the Landlord as a result of termination of any contract for a violation of this section.

*Subcontracts.* Tenant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Tenant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

*[Signature page follows]*

Market: Florida  
Cell Site Number: 65968  
Cell Site Name: FP05  
Fixed Asset Number: 10080587

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date first written above.

ATTEST:

LANDLORD:  
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER


\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY  
ATTORNEY


Date: \_\_\_\_\_, 2022.

Market: Florida  
Cell Site Number: 65968  
Cell Site Name: FP05  
Fixed Asset Number: 10080587

  
Print Name: Layla Heggy

  
Print Name: Gina Heggy

TENANT:  
NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation

By:   
Print Name: John F. Heggy  
Its: Area Manager Network Engineering

Date: July 15<sup>th</sup>, 2022

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