

TOWER AND GROUND SPACE LEASE

THIS TOWER AND GROUND SPACE LEASE ("Lease") is made this 27 day of January, 2023, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, with a mailing address of 2401 SE Monterey Road, Stuart, FL 34996, ("Landlord"), and **THE VILLAGE OF TEQUESTA**, a Florida municipal corporation existing under the laws of the State of Florida, with a mailing address of 345 Tequesta Dr., Tequesta, FL 33468 ("Tenant").

RECITALS

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

WHEREAS, Landlord is authorized pursuant to Section 125.35, Florida Statutes, to lease real property owned by Landlord to other government agencies whenever Landlord determines that it is in its best interest to do so; and

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

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 18530 SE County Line Road, Tequesta, FL 33469 as depicted on **Exhibit "A"** attached hereto and made a part hereof which houses a telecommunications tower and shelter space (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:

(a) "Tower Space" and "Tower"

Current attachments are located at 140 feet, 145 feet and 170 feet on the 250-foot Tower, Tenant's attachments will be located between 100 and 120 feet 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. Any and all future modifications to Tenant's Tower Space shall be governed by Section 4 of the Lease.

(b) "Shelter Space" and "Shelter"

One-half a rack of space within the shelter currently located on 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".

(c) In addition to the Premises, Landlord agrees to convey to Tenant an approximately fifteen (15) foot wide access easement to enter and access the Premises from the parking lot on Landlord's surrounding real property, which access easement is attached hereto as **Exhibit "B"**. Tenant shall be responsible for recording the easement in the Public Records of Martin County, Florida at its sole cost and expense.

4. **Use of Premises**. The Premises shall be used by Tenant solely for the (i) transmission and receipt of wireless communication signals in the 900 MHz frequency band, and (ii) installation and maintenance of Tenant's communications antennas, attachments, and SCADA receiver. Any changes to the existing improvements located on the Premises shall be subject to Landlord's prior approval through its County Administrator, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be solely responsible for any damage caused by the installation or maintenance of its antennas, attachments, and receivers.

5. **Term**. The term of this Lease shall be five (5) years commencing on January 1, 2023 and expiring on January 1, 2028 (the "Term"). Tenant shall have the right to extend this Lease for two (2) additional five (5) 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 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 (January 1, 2023, to January 1, 2028) 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 One Thousand Three Hundred and Fifty Dollars and Sixty-Two cents (\$1,350.62), which Tenant shall pay to Landlord in annual installments in advance on the first day of each January of the Term of this Lease, without deduction, offset, prior notice or demand. Rent payments shall commence on January 1st, 2023.

(b) **Annual Rent Increases**. All rental payments contemplated above shall increase by three percent (3%) annually beginning on the first day of September 2023.

(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.** Landlord has caused to be constructed at the Site a 250-foot-tall self-supporting tower (herein referred to as the "Tower") having sufficient strength and durability for its use by Landlord and Tenant as provided herein. Tenant shall cause any and all future work on the Tower 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.** The Tower, and 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 on the Tower or on the Site. Landlord's Building shall be the personal property of Landlord. Tenant's equipment, fixtures and all personal property located on the Premises 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. Any and all of Tenants improvements shall not impact Landlords existing tower and equipment.

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

10. **Aviation Hazard Marking.** As additional consideration for this Lease, and throughout the duration of this Lease, Tenant shall, at Tenant's sole cost and expense, comply at all times with the Tower marking, lighting, recording, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration. Tenant shall keep and maintain, in good working condition, any and all lighting facilities located on the Tower.

11. **Taxes.** Tenant shall pay any personal property taxes levied against Tenant's property 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.

12. **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.

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

(a) **Commercial General Insurance.** Tenant shall procure and maintain in force at its expense during the Term of this Lease, Commercial General insurance adequate to protect Landlord against liability for any and all damage claims in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00). A certificate of insurance evidencing such insurance and listing Landlord as an additional named insured 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, 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 take out 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. 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 improvements made by Tenant. 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. 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.

(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 untenantable 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 to the Tenant.

(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.

14. **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.

15. **Subleasing.** Tenant shall not be permitted to sublease the Tower Space, the Shelter Space, any portion of the Premises or any of Tenant's interest under this Lease. Any such sublease or attempt to sublease shall constitute an event of default by the Tenant.

16. **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 fifteen (15)

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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Assignment.**

Landlord and Tenant agree and acknowledge that this Lease may not be assigned or transferred by Tenant without any approval or consent of the Landlord but only 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. As to other parties, this Lease may not be sold, assigned or transferred without the express written consent of the Landlord through its County Administrator, which such consent will not be unreasonably withheld, delayed or conditioned.

22. **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.

23. **Subordination.** This Lease shall not under any circumstance be made subordinate to any institutional financing obtained by Tenant or any other legal document or arrangement entered into by Tenant.

24. **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: County Administrator
2401 SE Monterey Road
Stuart, Florida 34996
Phone: 772-288-5400

With a Copy to: Martin County
ATTN: Real Property Manager
2401 SE Monterey Road
Stuart, Florida 34996
Phone: 772-221-2354
Real_Property@martin.fl.us

As to Tenant : Village Of Tequesta
ATTN: Village Manager
C/O Utilities Director

345 Tequesta Drive
Tequesta, Florida 33469
utilities@tequesta.org; mcraig@tequesta.org
Phone: 561-768-0700

25. **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.

26. **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.

27. **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. This Lease shall be construed and governed in accordance with Florida law. Venue of any action arising out of this Lease shall be in Martin County, Florida. 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 o(r) 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.

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.

I. LANDLORD AND TENANT EXPRESSLY AND SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL, INCLUDING AN ADVISORY JURY, IN ANY WAY CONNECTED WITH THIS LEASE.

28. **RADON GAS:** RADON IS A NATURALLY OCCURING 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.

29. **Tenant's Duties Regarding Public Records.** 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

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

EDWARD V. CIAMPI, CHAIRMAN

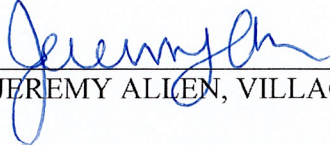
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Date: _____, 2023

TENANT:

VILLAGE OF TEQUESTA



JEREMY ALLEN, VILLAGE MANAGER

Date: January 27, 2023

Exhibit A

The Property

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 22-027.DWG

M.C. PROJ. NO. 22-027

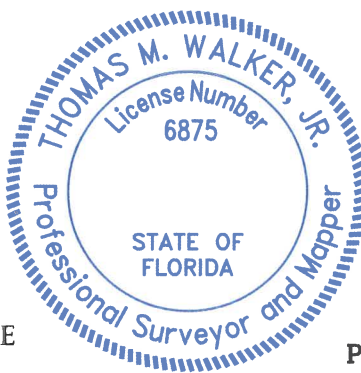
SHEET NO. 1 OF 3

EXHIBIT A

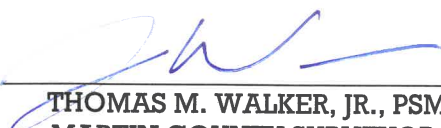
SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON PLAT OF RIVER RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 22, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2 AND 3, SHEET 3 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS SOUTH 88°48'50" EAST ALONG THE NORTHERLY LINE OF PARCEL F OF SAID PLAT, ALSO BEING THE NORTH LINE OF SECTION 23, TOWNSHIP 40 SOUTH, RANGE 42 EAST AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: CB=CHORD BEARING, CH=CHORD LENGTH, L=LENGTH, ORB=OFFICIAL RECORDS BOOK, PB=PLAT BOOK, PCN=PARCEL CONTROL NUMBER, PG=PAGE, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SQFT=SQUARE FEET, Δ=DELTA (CENTRAL ANGLE).

SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE



THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.


THOMAS M. WALKER, JR., PSM
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. PSM 6875

DATE: 08/11/2022

TOWER LEASE PARCEL
VILLAGE OF TEQUESTA
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : N/A

DATE : 7/12/2022

DRAWING # 22-027A

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 22-027.DWG

M.C. PROJ. NO. 22-027

SHEET NO. 2 OF 3

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND LYING IN PARCEL F, PLAT OF RIVER RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 22, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL F, ALSO BEING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 40 SOUTH, RANGE 42 EAST; THENCE SOUTH 88°48'50" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL F, ALSO BEING THE NORTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 162.65 FEET; THENCE SOUTH 01°11'10" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°48'50" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°11'10" EAST, A DISTANCE OF 100 FEET; THENCE SOUTH 88°48'50" WEST, A DISTANCE OF 100 FEET; THENCE NORTH 01°11'10" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10,000 SQUARE FEET, (0.23 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1 AND 3.

**TOWER LEASE PARCEL
VILLAGE OF TEQUESTA
MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TWM

DRAWN BY : JMM SCALE : N/A

DATE : 7/12/2022

DRAWING # 22-027A

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

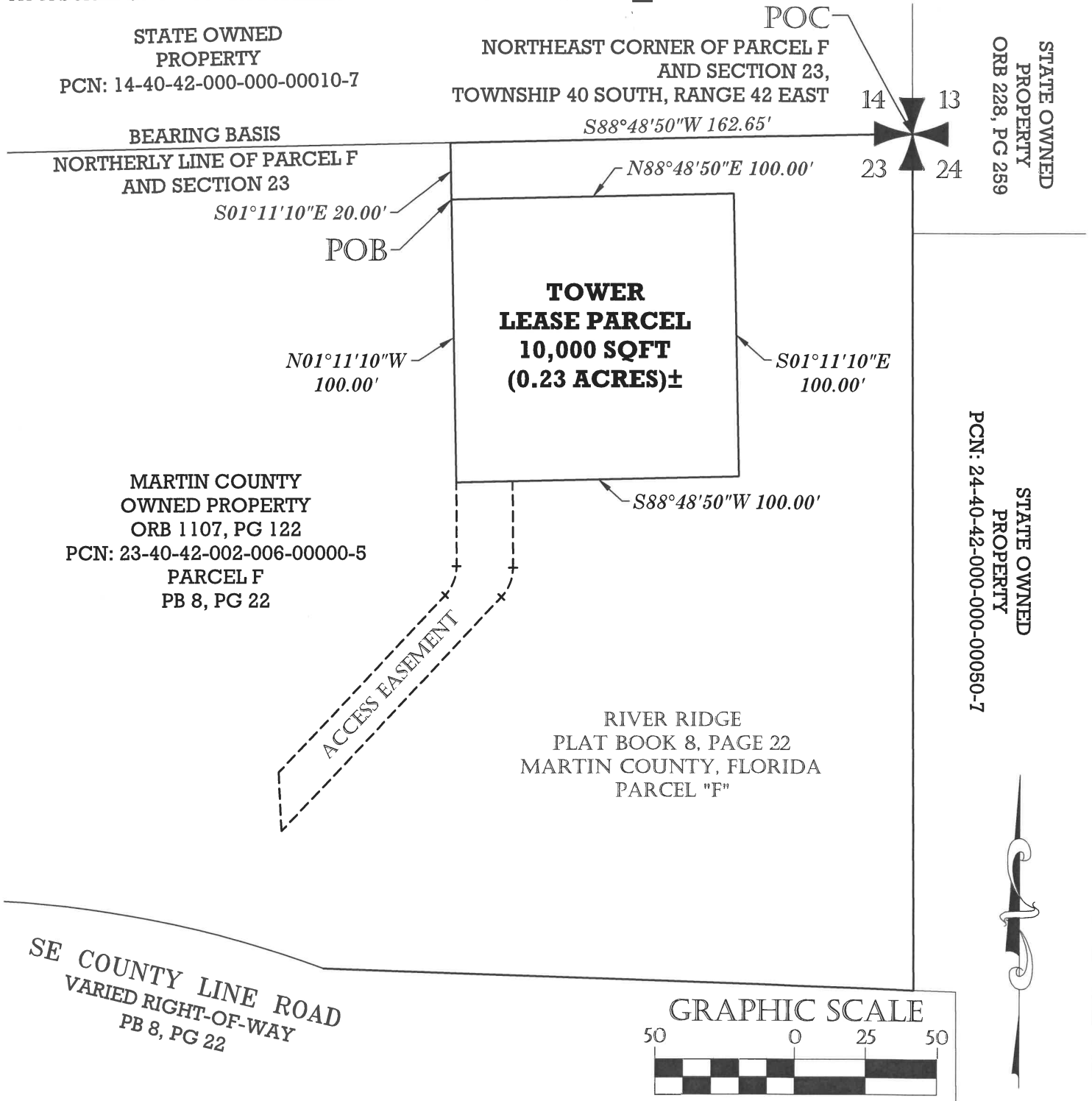
DWG. NAME : 22-027.DWG

M.C. PROJ. NO. 22-027

SHEET NO. 3 OF 3

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=50' OR SMALLER.

EXHIBIT A



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1 AND 2.

(IN FEET)
1 INCH = 50 FT.

TOWER LEASE PARCEL
VILLAGE OF TEQUESTA
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM

SCALE : 1"=50'

DATE : 7/12/2022

DRAWING #

22-027A