

## TOWER LEASE AGREEMENT

This Agreement is made this 9 day of September, 2025, by and between **CHARLOTTE COUNTY, FLORIDA**, a political subdivision of the State of Florida, with an address of 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter designated LESSOR, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on LESSOR's tower (the "Tower") which is constructed on property located at 11990 State Road 31, Punta Gorda, Charlotte County, Florida 33950, and being further described in O.R. Book 4263, Page 133, of the Public Records of Charlotte County, Florida, Tax Map No. 422619300004, (the entirety of LESSOR's property is referred to hereinafter as the "Property"); together with approximately four hundred fifty (450) square feet of ground space (the "Land Space") sufficient for the installation of LESSEE's equipment; together with the non-exclusive right for ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over and across the Property, to and from the Premises ("the Access Easement"); together with the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes on, through, over and/or under the Property (the "Utility Easement" and, together with the Access Easement, the "Easements"); and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Property, Tower Space, Land Space, Easements and Further Rights of Way, if any, are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility or fiber provider is unable to use the Easements or any Further Rights of Way, LESSOR agrees to grant LESSEE or the provider the right to install any necessary electrical, telephone, fiber and other similar support services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennae and appurtenances described in Exhibit "B" attached hereto.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Six Thousand Four Hundred and XX/100 Dollars (\$26,400.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence upon full execution of the Lease (the "Commencement Date") provided however, LESSEE shall receive rent abatement commencing on the Commencement Date and continuing for a period of twenty-four (24) months thereafter. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) required under this Agreement, shall not actually be sent by LESSEE until sixty (60) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term (as defined below), annual rent shall increase by an amount equal to two percent (2%) of the annual rent due for the immediately preceding lease year,

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly. If an electrical meter is not permitted, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by

LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company. In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 and must show "Location Code 5000909344" on the face of the invoice; all such invoices shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within forty-five (45) calendar days after receipt of the invoice from LESSOR.

d. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

e. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$53,328.00, ("**Signing Bonus**"), no later than 90 days after: (i) LESSEE's receipt of the Rental Documents, or (ii) the Effective Date, whichever is later. The Signing Bonus shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date (the "**Due Diligence Period**"). LESSOR agrees that the Signing Bonus is fair and adequate consideration for the Due Diligence Period, and LESSOR recognizes that Paragraph 3(a) of this Agreement governs the Commencement Date. This paragraph does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

f. LESSOR must register in the Verizon Landlord Connect portal at [lndlordconnect.verizon.com](http://lndlordconnect.verizon.com) ("**VLC Portal**") and shall utilize the VLC Portal to submit changes to LESSOR's account information (e.g. notice address, ownership information, banking details, email address), view rental payments, submit an invoice/bill (e.g. CAM, utilities) for payment, and to access this Agreement or certificates of insurance.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms, on the same terms and conditions, unless terminated by LESSEE at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. INTENTIONALLY OMITTED.

6. INTENTIONALLY OMITTED.

7. TAXES. LESSOR is a public entity and, with few exceptions, is tax exempt. LESSEE shall have the responsibility to pay any personal property, assessments, or charges owed on the Property resulting from LESSEE's leasehold interest, use of the Premises, and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located). LESSOR and LESSEE shall each be responsible for the payment of any of their respective taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph 7 shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise.

LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the Property which is directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within ten (10) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennae and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. During the Term, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennae and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennae, conduits or frequencies are specified or not on any exhibit attached hereto. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE.

b. LESSEE shall have the right to terminate this Agreement: (i) if any of its applications for Governmental Approvals should be finally rejected; (ii) if any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) if LESSEE determines that its Governmental Approvals may not be obtained in a timely manner; (iv) if LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) if LESSEE determines that the Premises is no longer technically or structurally compatible for its use; (vi) if LESSEE, in its sole discretion, determines that the Premises is obsolete or unnecessary; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the provisions of Paragraph 25 below. All rentals paid to said termination date shall be retained by LESSOR. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR. Upon termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

9. INDEMNIFICATION. LESSOR shall indemnify and hold LESSEE harmless, to the extent allowed under Section 768.28 of the Florida Statutes, against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of LESSOR, its officers, employees, and agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSEE, or its employees, contractors or agents. Nothing herein shall not constitute a waiver of LESSOR's sovereign immunity under Section 768.28 of the Florida Statutes, or extend LESSOR's liability beyond the limits established in Section 768.28 of the Florida Statutes. LESSEE shall indemnify and hold LESSOR harmless against any claim made by any third party of liability or loss from personal injury or property damage to the



extent resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, its officers, employees and agents.

10. INSURANCE.

a. Notwithstanding the indemnities in Paragraphs 9 and 31 of this Agreement, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence for bodily injury (including death) and for damage or destruction to property;
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage; and
- iii. Workers Compensation insurance providing the statutory benefits and Employer's Liability with a limit of One Million Dollars (\$1,000,000) each accident/disease/policy limit.

LESSEE will include LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies; the LESSEE will also include a Waiver of Subrogation endorsement on all applicable policies. Proof of aforementioned insurance will be provided by LESSEE to LESSOR by LESSEE furnishing a Certificate of Insurance, or functional equivalent to the Charlotte County Administrator, or one of his/her designees.

c. LESSOR agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Five Hundred Thousand Dollars (\$500,000) for damage or destruction to property in any one occurrence. LESSOR will include LESSEE as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Proof of aforementioned insurance will be provided by LESSOR to LESSEE.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all reasonable times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. No materials may be used in the installation of the antennae or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(e) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

(i) The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

(ii) LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

(iii) LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

(iv) LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

(v) Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install 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 LESSOR or other lessees of the Property which equipment existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property 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 LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s),



antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR expressly waives all rights of levy, distraint or execution with respect to LESSEE's property, including without limitation any statutory or common law security interest or landlord's lien for rent.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. THIRD PARTY COMMUNICATIONS FACILITY OPERATORS. If, during the Term, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR within thirty (30) days after receipt of LESSOR's Notice stating that LESSEE intends to meet such bona fide offer or effectuate a transaction with substantially equivalent financial terms, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If LESSEE, within thirty (30) days after receipt of LESSOR's Notice, provides LESSOR with notice of LESSEE's intention to meet the third party offer, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall

be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE or (b) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to: (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Charlotte County, Florida  
18500 Murdock Circle  
Port Charlotte, Florida 33948

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. INTENTIONALLY OMITTED.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE 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 LESSEE 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 LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR 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 LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. 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 Agreement, 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 Agreement 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, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AS PROVIDED UNDER APPLICABLE LAW, IF LESSEE IS IN OCCUPANCY OF THE PREMISES, LESSOR SHALL NOT BE PERMITTED TO ENTER THE PREMISES, BLOCK LESSEE'S ACCESS TO THE PREMISES, OR ASSERT DOMINION OVER THE PREMISES EXCEPT IN STRICT COMPLIANCE WITH APPLICABLE JUDICIAL PROCESS.

31. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall be responsible for claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall be responsible for claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date,

with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is declared by a Court of competent jurisdiction to be invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to



LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: Ki [Signature]

Title: Director

Date: 7-22-25

**LESSOR**

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

**ATTEST:**

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

By: \_\_\_\_\_  
Deputy Clerk



**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR25-0395 BY  
0332

EXHIBIT A

Legal Description of the Property; Depiction of the Premises  
[Page 1 of 4]

Legal Description of Property:

Parent Tract:

**DESCRIPTION OF PARENT TRACT**

(PER OFFICIAL RECORD BOOK 4283, PAGES 133-138 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 42 SOUTH, RANGE 28 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 28 EAST, CHARLOTTE COUNTY, FLORIDA;

THENCE N00°31'45"E ON THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 3925.87 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF HERCULES GRADE EASEMENT, BEING A 90 FOOT WIDE STRIP OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGES 2048 THROUGH 2057, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA;

THENCE ON THE NORTH LINE OF SAID HERCULES GRADE EASEMENT AND ITS WESTERLY EXTENSION, N83°24'19"E, A DISTANCE OF 576.20 FEET TO THE POINT OF BEGINNING;

THENCE N08°35'41"W A DISTANCE OF 120.00 FEET;

THENCE N83°24'19"E A DISTANCE OF 120.00 FEET;

THENCE S08°35'41"E A DISTANCE OF 120.00 FEET TO THE AFOREMENTIONED NORTH LINE OF HERCULES GRADE EASEMENT;

THENCE S83°24'19"W ON SAID NORTH LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 14,400 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

EXHIBIT A  
Legal Description of the Property; Depiction of the Premises  
[Page 2 of 4]

Verizon Wireless Lease Area:

**DESCRIPTION OF PROPOSED VERIZON WIRELESS LEASE AREA**

A PARCEL OF LAND BEING A PORTION OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18;

THENCE ON A GMD BEARING OF N00°31'45"E, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 3025.67 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF HERCULES GRADE EASEMENT, BEING A 50 FOOT WIDE STRIP OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGES 2046-2057 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA;

THENCE N83°24'18"E ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID HERCULES GRADE EASEMENT, A DISTANCE OF 578.20 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4283, PAGES 133-138 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA;

THENCE N08°35'41"W ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 88.00 FEET;

THENCE N83°24'18"E A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING;

THENCE N08°35'41"W A DISTANCE OF 15.00 FEET;

THENCE N83°24'18"E A DISTANCE OF 30.00 FEET;

THENCE S08°35'41"E A DISTANCE OF 15.00 FEET;

THENCE S83°24'18"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN CHARLOTTE COUNTY, FLORIDA, CONTAINING 480.00 SQUARE FEET, MORE OR LESS.

EXHIBIT A

Legal Description of the Property; Depiction of the Premises  
[Page 3 of 4]

Non-Exclusive Utility Easement:

**DESCRIPTION OF  
PROPOSED 10 FOOT WIDE  
NON-EXCLUSIVE UTILITY EASEMENT**

A PARCEL OF LAND BEING A PORTION OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 28 EAST, CHARLOTTE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE ON A GRID BEARING OF N00°31'45"E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 3925.67 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF HERCULES GRADE EASEMENT, BEING A 90 FOOT WIDE STRIP OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGES 2048-2057 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA;

THENCE N83°24'19"E ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 60.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 31 (100 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE N83°24'19"E ALONG THE NORTH LINE OF SAID HERCULES GRADE EASEMENT, A DISTANCE OF 545.81 FEET;

THENCE S08°35'41"E A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID HERCULES GRADE EASEMENT;

THENCE S83°24'19"W ALONG SAID PARALLEL LINE, A DISTANCE OF 547.08 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 19, SAID POINT ALSO BEING THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 31;

THENCE N00°31'45"E ALONG SAID PARALLEL LINE AND EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.08 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN CHARLOTTE COUNTY, FLORIDA, CONTAINING 5,464.36 SQUARE FEET, MORE OR LESS.

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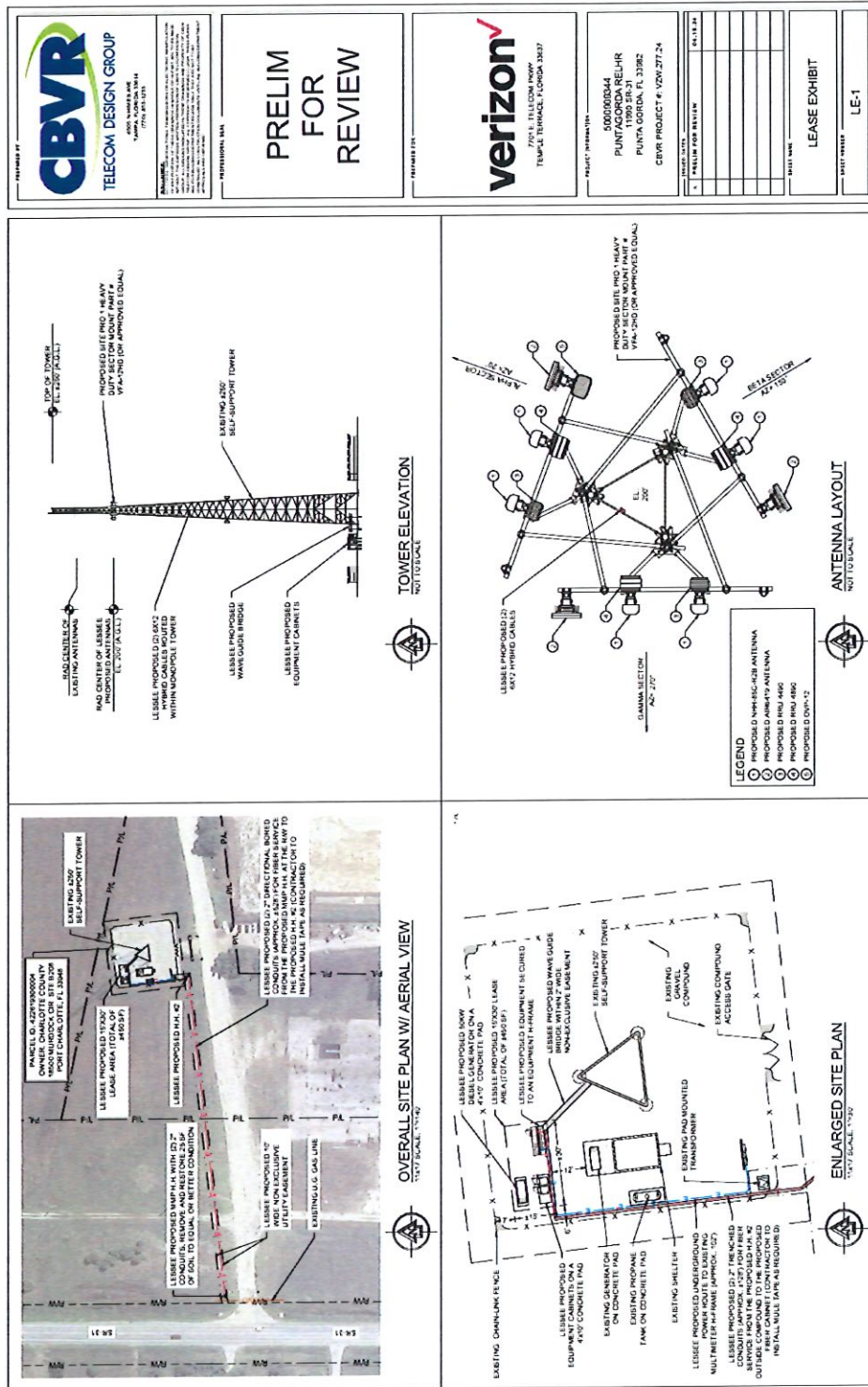




EXHIBIT B  
LESSEE's Equipment

Proposed Tower Equipment – with sector mounts. Antenna 200' Centerline

Equipment Type	Qty	Model
Antenna	6	NHH-85C-R2B
Antenna	3	Air6419
RRUS	3	4490
RRUS	3	4890
OVP	1	OVP12
Lines	2	hybrid/coax 6x12
Microwave ODU/Microwave line		
Ground Space		
Leased Ground Space	1	15'x30' total (includes 50KW diesel Generator on 4'x10' pad. Proposed Equipment cabinets on 4'x10' concrete pad. Additional equipment mounted on H-Frame.)

EXHIBIT C  
Survey

[Reserved.]