

**GROUND LEASE AGREEMENT  
AND LICENSE FOR ACCESS**

This Ground Lease Agreement and License for Right of Access (the “**Agreement**” or “**Lease**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between the City of Port St. Lucie, a municipal corporation, having a place of business at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

**RECITALS**

**WHEREAS**, Landlord is the owner of real property located at 281-TW NW St. James Drive, Port St. Lucie, FL 34984, more particularly described herein;

**WHEREAS**, Landlord entered into that certain Site Lease Agreement (“**Lease**”) dated January 31, 2002 with Sprint Spectrum L.P, a memorandum of which was recorded April 12, 2002 in Book 1514, Page 1901, as document number 2929531 in the official records of the Clerk of Court, Saint Lucie County, Florida, in which the Landlord leased a portion of its property to Sprint for the construction and operation of a monopole telecommunications tower;

**WHEREAS**, Sprint Spectrum L.P. constructed a one hundred fifty-three foot (153’) free-standing monopole designed with space for Sprint Spectrum L.P.’s installation as well as future installations of antennas and ancillary equipment by other wireless communications providers (“**Tower**”);

**WHEREAS**, STC Two LLC, successor in interest to Sprint Spectrum L.P. (“**Sprint**”), entered into that certain Master Lease and Sublease dated May 26, 2005 with Global Signal Acquisitions II LLC and Global Signal Inc. (collectively, “**Crown Castle**”) in which Sprint leased certain Sprint-owned sites to Crown Castle subleased certain non-owned sites, and appointed Crown Castle to manage, administer and operate each such site;

**WHEREAS**, the Lease was amended by that certain First Amendment to Site Lease Agreement dated September 14, 2009, in which the Landlord leased an additional portion of its property to Sprint solely for the purpose of installing, removing, replacing, maintain and operating communications equipment (“**Additional Lease Property**”) and granted Sprint the express right to sublease the Additional Lease Property; and

**WHEREAS**, Tenant desires to collocate its Communications Facility on the Tower and lease a portion of ground space directly from the Landlord for the installation, operation, maintenance and management of Tenant’s Communications Facility under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant to hereby agree as follows:

**1. Definitions.**

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

**“Applicable Law”** means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

**“Governmental Authority”** means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

**“Installation”** means the installation of Tenant’s Communications Facility at the Premises.

**“Property”** means that certain parcel of real property more particularly described in Exhibit A.

**“Tenant’s Communications Facility”** means Tenant’s communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing, as well as any lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for any utility or similar services, together with any other items, fixtures, improvements, and equipment that Tenant, in its sole and absolute discretion, deems beneficial and/or necessary to Tenant’s Permitted Use of the Premises, so long as the items, fixtures, improvements or equipment does not interfere with Landlord’s intended use of the Property.

## 2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 281-TW NW St. James Drive, Port St. Lucie, FL 34984. Landlord leases to Tenant a portion of Landlord’s Property consisting of an approximately seventy (70) square feet parcel (the **“Lease Area”**), together with a non-exclusive right of entry for access and license for ingress and egress and for the installation of lines, wires, cables, circuits, conduits, poles, structures and associated equipment, improvements, fixtures and appurtenances for utility and similar services, the location of which must be approved in advance via written consent from Landlord, over, under and along accessible entryways or driveways, as indicated by Landlord a twelve feet (12’) wide area extending from the nearest public right of way to the Lease Area (the **“License Area”**). The License Area is described in Exhibit B. The Lease and License Area are collectively referred to as the **“Premises”**. Landlord also grants to Tenant: (a) with Landlord’s express consent and at Tenant’s sole cost and expense, the right to use publicly available electrical systems and/or fiber to support Tenant’s Communications Facility; and (b) access to utility easements on, over, under, and across the Property for utilities, fiber, and/or similar services. Landlord agrees that providers of utilities, fiber, and/or similar services may use such utility easements and/or available conduit(s) for the installation of any equipment necessary to provide utilities, fiber, and/or similar services to the Premises, with Landlord’s express written consent. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use or if Tenant or any utility company or third party provider of services is unable to use the existing public utility easements, then Landlord agrees to work with Tenant and/or the applicable utility company and/or third party service provider, at Tenant’s sole cost and expense, to install such utility, fiber, and/or similar services on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). Said approval will not be unreasonably withheld.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the **“Initial Term”**) will commence on the first (1<sup>st</sup>) day of the month following the commencement of Tenant’s Installation (the **“Commencement Date”**), and will expire 11:59 PM on the day immediately preceding the fifth

(5<sup>th</sup>) anniversary of the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to seven (7) additional terms of sixty (60) months each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant or Landlord may elect not to renew the Agreement at the end of the then-current Term by giving the other Party written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount of Eight Hundred and 00/100 Dollars (\$800.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent Rent payable by the fifth (5<sup>th</sup>) day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 14.9, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant’s ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the “**Governmental Approvals**”). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant’s sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant’s efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant’s ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the “**Contingencies**”), then, Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord’s affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any of the Contingencies occur, or any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days’ Notice to Landlord without penalty or further obligation to Landlord (or Landlord’s affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

### **3. Use, Access and Modifications to Tenant’s Communications Facility.**

3.1 Tenant’s Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of Tenant’s Communications Facility (including, without limitation, the right to transmit and receive radio frequency and other communications signals), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant’s Communications Facility and the frequencies over which Tenant’s equipment operates (“**Tenant’s Permitted Use**”). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall notify the Landlord and request authorization to install the same on the Property. Landlord must review and approve

any plans for improvements in advance as any facility, improvement, connection or plan must not interfere with Landlord's intended use of the Property. Landlord's approval will not be unreasonably withheld.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Premises. Prior to accessing the Premises, Tenant, its contractors, agents, designees, employees or representatives must notify the Landlord by calling the number on the gate. Landlord operates a secure, gated, and active site and is required to maintain a log of individuals accessing the Premises.

3.3 Modifications to Tenant's Communications Facility. Tenant's initial Installation of Tenant's Communications Facility, as well as any subsequent additions, repairs, replacements, upgrades or other modifications to and the frequencies and technologies utilized in connection therewith, shall be at the sole and absolute discretion and option of Tenant. If any addition, replacement, upgrade, or other modification to Tenant's Communications Facility necessitates long-term or permanent expansion of Tenant's exclusive Lease Area, then Tenant shall first obtain Landlord's approval to expand the Lease Area, such approval not to be commercially unreasonably withheld, conditioned, or delayed. At Tenant's request, Landlord may agree, in writing, to enter into an amendment to this Agreement documenting any approved expansion of Tenant's Lease Area, as well as a recordable memorandum.

3.4 Public Purpose. Tenant agrees that the Premises shall be designed and constructed to accommodate multiple users. In this regard, Landlord shall have the right to install and operate at the Premises, such communications antennas as required for the use by the Landlord for public purposes. Landlord shall be responsible for any and all costs and expenses relating to the installation, maintenance and operation of its equipment (including any costs required to make the Premises ready to accommodate same). Any such installation and operation shall be performed strictly in compliance with any and all Applicable Law, rules and regulations of governmental authority and Landlord shall obtain any and all permits and approvals in connection with same. Landlord shall be exclusively responsible for providing storage space for its equipment related to the operation of its antennas at the Premises. The Premises shall be available to and for the use of other telecommunications companies for wireless communications purposes, subject to conditions provided herein and in Tenant's discretion as provided for herein.

#### **4. Utilities, Liens and Taxes.**

4.1 Utilities. Tenant may have its own utility meter installed in a mutually agreed upon location with prior written consent of Landlord. Tenant may use and make reasonable modifications to the Property's electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense and with prior written approval of Landlord. Under no circumstances may electrical work be performed on the Property without Landlord's express written consent. Any breach of this provision is cause for default of this Lease. Tenant must use licensed and insured contractors when performing any work on the Property. Said contractors must carry the same insurance as Tenant.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry

of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Tenant is responsible for all federal, state, and local taxes and other charges related to the performance of this Lease. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

## 5. Interference.

Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Communications Facility does not cause measurable Interference (as defined below) with any equipment installed at the Property as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Communications Facility ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

## 6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of Property. Landlord represents and warrants that, as of the Effective Date, the Property is in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Property (excluding the Premises) in good operating condition and in compliance with all Applicable Laws. Landlord shall not have any obligation to maintain, repair or replace Tenant's Communications Facility except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Property. Landlord agrees to safeguard Tenant's Communications Facility with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, as is commercially reasonable, to secure and/or restrict access to Tenant's Communications Facility.

6.2 Tenant Maintenance of Tenant's Communications Facility. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Communications Facility, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Communications Facility ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

## 7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Removal Period**"), in accordance with the terms of this Agreement, Tenant will remove Tenant's Communications Facility (excluding footings, pads conduits, pipes, fixtures and improvements to the extent any of the foregoing are installed underground and/or below grade) and surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations, and improvements to the Premises in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Removal Period. However, if Tenant's Communications Facility is not removed during the Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Communications Facility is removed from the

Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Communications Facility from the Premises at any time during the Term or the Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

## **8. Default, Remedies and Termination.**

8.1 Default. If any of the following events occur during the Term (each a "**Default**"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Communications Facility at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Communications Facility for Tenant's Permitted Use; and/or (iv) if the Tower Lease terminates or expires for any reason.

## **9. Indemnification, Insurance, and Subrogation**

Tenant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the term of this Lease, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as Landlord's review or acceptance of insurance maintained by Tenant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease.

The Parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and Landlord shall not be obligated to provide any insurance coverage

other than for the City or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any Party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Lease.

Tenant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Tenant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$3,000,000
General aggregate	\$3,000,000

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026 or equivalent) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Landlord. Coverage shall extend to fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision equivalent to the standard ISO form separation of insurers clause.

Tenant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Tenant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Tenant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Tenant shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property included with the leased premises. The City assumes no responsibility for the property while under the Contractor's care, custody, and control, and as such the City may not procure nor maintain property insurance, nor be responsible for any loss or damage.

Tenant shall agree by entering into this Lease to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Tenant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The required coverage limits shall not reduce Tenant's liability.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by this Lease have been endorsed to include the City of Port St. Lucie, a municipality

of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Commercial Property and Business Auto Liability policies. The name for the Additional Insured endorsement by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as an additional insured and Site Lease Agreement, Site ID MIMIA00746A**". Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall provide thirty (30) day written notice to the City prior to any cancellation, except for cancellation due to non-payment of premium. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Lease to exceed the above limits, Tenant shall be required, upon ninety (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City by its next policy renewal following the ninety (30) day notice period.

All deductible amounts shall be paid for and be the responsibility of the Tenant for any and all claims under this Lease.

Tenant is responsible for insuring any personal property, structures, or buildings stored, owned, operated, or maintained, on the Leased Property, as Tenant deems appropriate, at levels of coverage Tenant deems appropriate. The City shall not be responsible for any personal property, structures, or buildings stored, owned, operated, nor maintained by Tenant on the Leased Property.

Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All insurance carriers must have an AM Best rating of at least A-:VII or better.

#### **10. Hold Harmless.**

Tenant agrees to indemnify, defend and hold Landlord harmless from and against injury, loss, damage (excluding consequential or punitive) or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of Tenant and persons employed or utilized, including any independent contractors or subcontractors, by Tenant in the performance of this Lease or the installation, use, maintenance, repair or removal of Tenant's Communications Facility, except to the extent attributable to the negligent act, recklessness, or intentional act or omission of Landlord, its employees, agents or independent contractors.

#### **11. Sovereign Immunity.**

Nothing contained in this Lease shall be deemed to be a waiver of the Landlord's sovereign immunity, whether by contract or by law. The Landlord's liability in all instances shall be limited to the monetary limits set forth in s. 768.28, Florida Statutes.

#### **12. Public Record**

Tenant shall comply with section 119.0701, Florida Statutes. Tenant is to allow public access to all documents, papers, letters, or other material made or received by Tenant in conjunction with the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the



provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

## RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, and as may be amended from time to time. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S. Consultant agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the City in order to perform the service;
2. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
3. During the term of the Contract, the Consultant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
4. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.
5. The Consultant agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Contract.
6. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes, and as may be amended from time to time.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK**  
**121 SW Port St. Lucie Blvd.**  
**Port St. Lucie, FL 34984**  
**(772) 871-5157**  
**pr@cityofpsl.com**

Tenant further agrees to keep and maintain any such records for a minimum period of three (3) years or as otherwise governed by the state of Florida's retention schedules and public records laws. Tenant shall make such records available for review by the Landlord upon reasonable prior notice and subject to any confidentiality required by Tenant's subtenant(s)/licensee(s).

### **13. Representations and Warranties.**

13.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

### **14. Miscellaneous.**

14.1 Assignment and Subletting. Tenant has the right to sublease the Premises or assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, with written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which Tenant or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 14.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

14.2 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property.

14.3 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a “**Taking**”), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant’s liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys’ fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant’s leasehold interest; (ii) the value of Tenant’s Communications Facility or other personal property of Tenant; (iii) Tenant’s relocation expenses; and (iv) damages to Tenant’s business incurred as a result of such Taking.

14.4 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease in form substantially similar to that attached hereto as Exhibit C, that Tenant may record at Tenant’s sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

14.5 Successors and Assigns. In consideration of Section 14.1 of this agreement, the respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. The rights granted to Tenant herein shall extend to any subtenant’s of Tenant without necessity in each instance of expressly stating so.

14.6 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

14.8 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for

noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

14.9 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 14.9) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

**If to be given to Landlord:**

City of St. Port Lucie  
Attn: City Manager  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

**If to be given to Tenant:**

DISH Wireless L.L.C.  
Attn: Lease Administration (MIMIA00764A)  
5701 South Santa Fe Drive  
Littleton, Colorado 80120

With a Copy to:

City Attorney  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

14.10 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

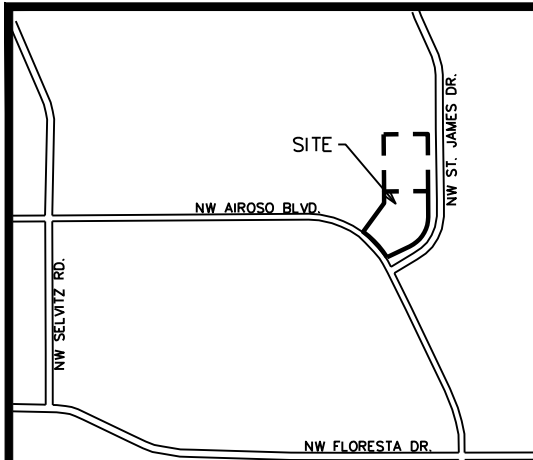
14.11 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

14.12 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

14.13 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

14.14 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

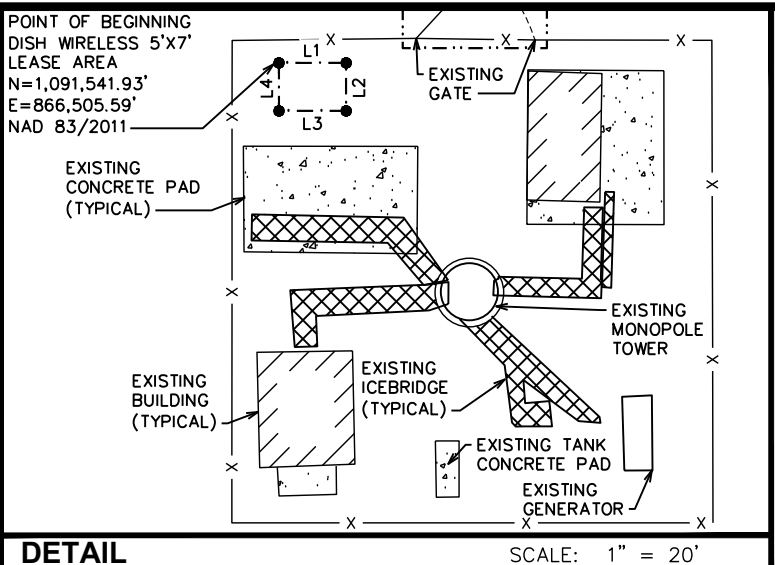
*[Signature page follows. Remainder of page intentionally left blank.]*



**VICINITY MAP** n.t.s.

- NOTES:**
1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON SEPTEMBER 23, 2024; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.
  2. THIS SURVEY IS FOR THE PRELIMINARY PLAT OF PROPOSED TELECOMMUNICATIONS LEASE AREA, TO BE SURVEYED UPON FINAL CONSTRUCTION. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.
  3. AREA COMPUTED BY COORDINATE GEOMETRY
  4. DEED REFERENCE: OFFICIAL RECORDS BOOK 922, PAGE 1158
  5. PLAT REFERENCE: PLAT BOOK 13, PAGE 32
  6. PID # 3420-620-0004-000-1
  7. THIS MAP IS NOT AN ALTA/NSPS LAND TITLE SURVEY. SEE SHEET 3 FOR TITLE REPORT
  8. NO UNDERGROUND UTILITIES OBSERVED AT TIME OF SURVEY.
  9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY
  10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL# 12111C0278K, EFFECTIVE FEBRUARY 19, 2020.
  11. LESSEE INFORMATION:  
DISH WIRELESS  
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120
  12. PROPERTY OWNER INFORMATION:  
CITY OF PORT ST. LUCIE  
121 SW PORT ST. LUCIE BOULEVARD  
PORT ST. LUCIE, FL 34984

REV	DATE	ISSUED FOR	INITIALS
0	10/07/2024	PRELIMINARY	DDS



**DETAIL** SCALE: 1" = 20'

**LEGAL DESCRIPTION OF DISH WIRELESS 5' X 7' LEASE AREA**

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 922 AT PAGE 1158, ALSO BEING IN TRACT M OF PORT OF ST. LUCIE-SECTION 25 RECORDED IN PLAT BOOK 13 AT PAGE 32 OF THE ST. LUCIE COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL IN THE CENTER OF THE INTERSECTION OF ST. JAMES DRIVE AND ROYCE AVENUE, SAID NAIL BEING LOCATED NORTH 00°17'51" WEST A DISTANCE OF 437.25 FEET FROM A NAIL & DISK, MARKED "LB6790", IN THE CENTERLINE OF SAID ST. JAMES DRIVE, SAID COMMENCING NAIL HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,092,246.95', AND EASTING = 867,051.99'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°31'57" WEST A DISTANCE OF 165.00 FEET TO A POINT ON THE EASTERLY LINE OF A 10.60 ACRE TRACT AS SHOWN ON SAID PLAT BOOK 13 PAGE 32, PASSING AN EXISTING NAIL & DISK, STAMPED "PLS4198", AT 40.00 FEET; THENCE ALONG SAID EASTERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 566.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT M; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT M, SOUTH 89°31'57" WEST A DISTANCE OF 385.05 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 133.87 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,091,541.93', AND EASTING = 866,505.59'; THENCE, FROM THE POINT OF BEGINNING, NORTH 90°00'00" EAST A DISTANCE OF 7.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 00°00'00" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

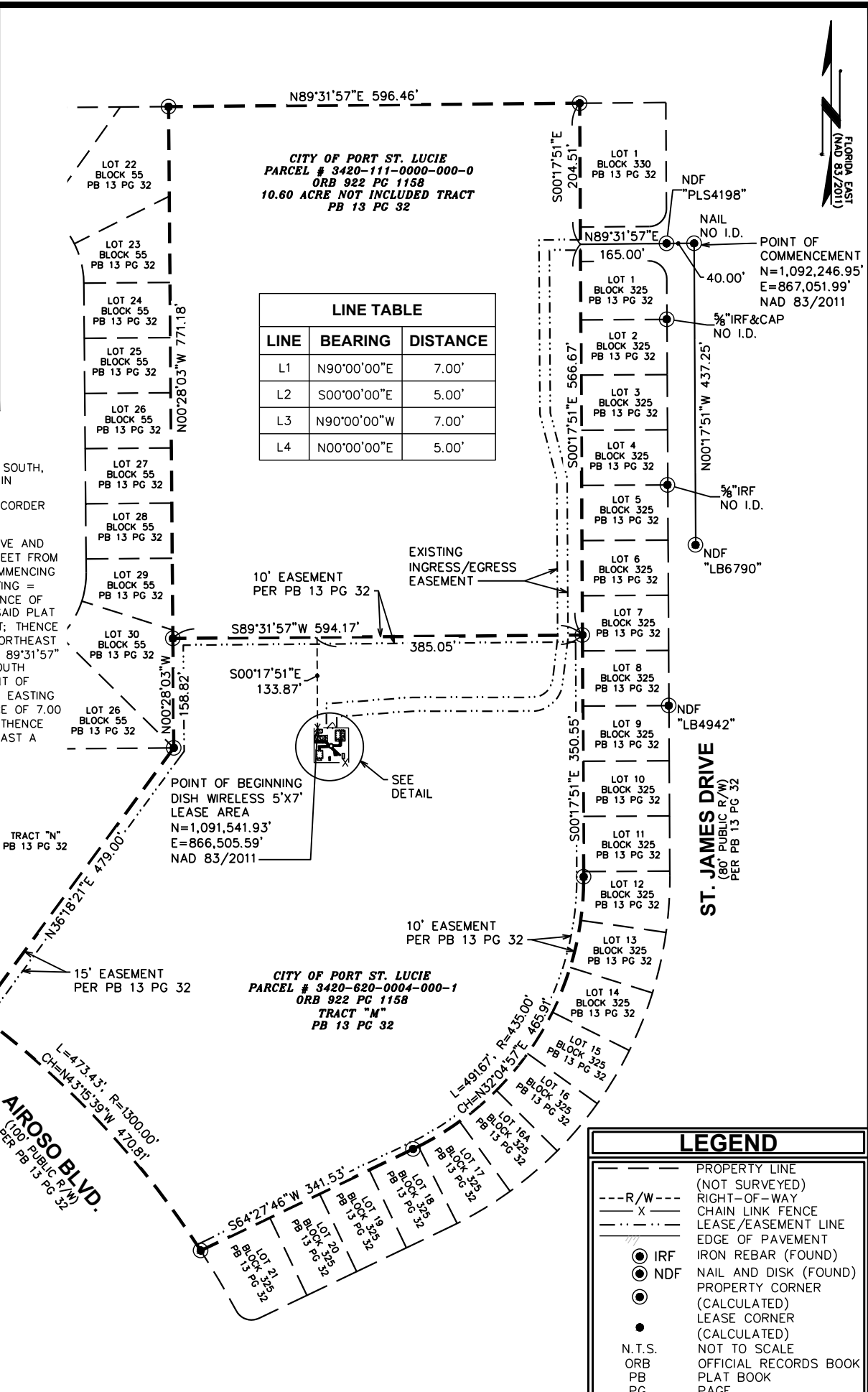
SAID LEASE AREA CONTAINING 35.00 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.

**LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT (AS PROVIDED)**

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING A PORTION OF TRACT "M" AND ALSO A PORTION OF THE 10.6 ACRE "NOT INCLUDED" PARCEL, OF THE PLAT OF PORT ST. LUCIE SECTION TWENTY FIVE" AS RECORDED IN PLAT BOOK 13, PAGES 32 AND 32-A THROUGH 32-I, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID TRACT "M", PROCEED SOUTH 89°31'57" WEST ALONG THE NORTH LINE OF SAID TRACT "M", A DISTANCE OF 328.95 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00'00" WEST A DISTANCE OF 122.80 FEET; THENCE CONTINUE SOUTH 00°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 35.91 FEET; THENCE NORTH 85°49'41" EAST A DISTANCE OF 124.93 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 173.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°14'14", A DISTANCE OF 43.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°45'46" EAST A DISTANCE OF 60.35 FEET; THENCE NORTH 00°17'51" WEST A DISTANCE OF 229.51 FEET; THENCE NORTH 14°30'39" WEST A DISTANCE OF 97.75 FEET; THENCE NORTH 00°17'51" WEST A DISTANCE OF 252.76 FEET; THENCE NORTH 89°42'09" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST END OF ROYCE AVENUE RIGHT-OF-WAY (50' RIGHT-OF-WAY WIDTH), SAID POINT BEING 18.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY, AS MEASURED ALONG SAID SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY; THENCE SOUTH 00°17'51" EAST ALONG SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY, SOUTH 89°42'09" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 00°17'51" EAST A DISTANCE OF 235.91 FEET; THENCE SOUTH 14°30'39" EAST A DISTANCE OF 97.75 FEET; THENCE SOUTH 00°17'51" EAST A DISTANCE OF 232.31 FEET; THENCE SOUTH 06°45'46" WEST A DISTANCE OF 66.31 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°14'14", A DISTANCE OF 65.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 172.64 FEET; THENCE SOUTH 85°49'41" WEST A DISTANCE OF 110.62 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 17,534 SQUARE FEET



5906 BRECKENRIDGE PARKWAY, SUITE A  
TAMPA, FLORIDA 33610  
COA # LB8217

SHEET #: 1 OF 2 TEP #: 25990

**"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"**

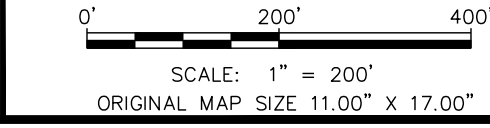
**FOR REVIEW PURPOSES ONLY**

**MIMIA00746A  
SEC. 20 - T36S - R40E**

281 NW SAINT JAMES DRIVE  
PORT ST. LUCIE, FL 34984  
ST. LUCIE COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120  
FIELD WORK PERFORMED ON: 09/23/24



# SCHEDULE B - SECTION II EXCEPTIONS

TOWER TITLE  
 COMMITMENT FOR TITLE INSURANCE  
 COMMITMENT NO: DISH-185387-PR  
 COMMITMENT EFFECTIVE DATE: 07/28/2024  
 SCHEDULE B - SECTION II

1. "PORT ST. LUCIE SECTION TWENTY FIVE" DATED FEBRUARY 15, 1966 AND RECORDED FEBRUARY 15, 1966 IN (BOOK) 13 (PAGE) 32, (INSTRUMENT) 142870 IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
2. MEMORANDUM OF SITE LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE; AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED JANUARY 31, 2002 AND RECORDED APRIL 12, 2002 IN (book) 1514 (PAGE) 1901 (INSTRUMENT) 2029531, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
3. MEMORANDUM OF LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A LIMITED PARTNERSHIP OF THE STATE OF DELAWARE, DATED MAY 14, 2003 AND RECORDED JUNE 4, 2003 IN (book) 1726 (PAGE) 1088 (INSTRUMENT) 2214273, IN SAINT LUCIE COUNTY, FLORIDA. AFFECTED BY A(N) FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT BETWEEN CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, A DELAWARE LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, DATED JUNE 10, 2013 AND RECORDED JUNE 25, 2013 IN (BOOK) 3532 (PAGE) 759 (INSTRUMENT) 3848505, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
4. MEMORANDUM OF SITE LEASE ACKNOWLEDGEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP; AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, DATED APRIL 15, 2003 AND RECORDED AUGUST 15, 2003 IN (BOOK) 1776 (PAGE) 2863 (INSTRUMENT) 2254350, IN SAINT LUCIE COUNTY, FLORIDA.
5. MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPAL CORPORATION; AND BELLSOUTH MOBILITY LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A CINGULAR WIRELESS, DATED OCTOBER 14, 2003 AND RECORDED DECEMBER 15, 2003 IN (BOOK) 1862 (PAGE) 2984 (INSTRUMENT) 2321350, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
6. MEMORANDUM OF LEASE BETWEEN GLOBAL SIGNAL ACQUISITIONS II LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND METRO PCS FLORIDA LLC, DATED AUGUST 3, 2006 AND RECORDED AUGUST 18, 2006 IN (BOOK) 2638 (PAGE) 2576 (INSTRUMENT) 2915513, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)
7. ORDINANCE BETWEEN CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC. AND GCGI DEVELOPMENT, LLC, DATED JANUARY 13, 2014 AND RECORDED MARCH 7, 2014 IN (BOOK) 3610 (PAGE) 1329 (INSTRUMENT) 3932158, IN SAINT LUCIE COUNTY, FLORIDA. (AFFECT PARENT PARCEL.)

# TITLE LEGAL DESCRIPTION (AS PROVIDED)

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT "M" AS SHOWN ON THE PLAT OF PORT ST. LUCIE SECTION TWENTY FIVE AND RECORDED IN PLAT BOOK 13, PAGES 32 AND 32A THROUGH 32I, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL ID: 3420-620-0004-000-1

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPALITY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA IN DEED FROM ST. LUCIE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DATED SEPTEMBER 30, 1994 AND RECORDED SEPTEMBER 30, 1994 IN BOOK 922 PAGE 1158 INSTRUMENT NO. 1353140.



5906 BRECKENRIDGE PARKWAY, SUITE A  
 TAMPA, FLORIDA 33610  
 COA # LB8217

SHEET #: 2 OF 2 | TEP #: 25990

**"PRELIMINARY PLAT -  
 NOT FOR  
 RECORDATION,  
 CONVEYANCES, OR  
 SALES"**

**FOR REVIEW  
 PURPOSES ONLY**

**MIMIA00746A  
 SEC. 20 - T36S - R40E**

281 NW SAINT JAMES DRIVE  
 PORT ST. LUCIE, FL 34984  
 ST. LUCIE COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:



5701 SOUTH SANTA FE DRIVE  
 LITTLETON, CO 80120  
 FIELD WORK PERFORMED ON: 09/23/24

N.T.S.  
 ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	10/07/2024	PRELIMINARY	DDS

Exhibit B: Legal Description

**LEGAL DESCRIPTION OF DISH WIRELESS 5'X7' LEASE AREA**

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 922 AT PAGE 1158, ALSO BEING IN TRACT M OF PORT OF ST. LUCIE-SECTION 25 RECORDED IN PLAT BOOK 13 AT PAGE 32 OF THE ST. LUCIE COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL IN THE CENTER OF THE INTERSECTION OF ST. JAMES DRIVE AND ROYCE AVENUE, SAID NAIL BEING LOCATED NORTH 00°17'51" WEST A DISTANCE OF 437.25 FEET FROM A NAIL & DISK, MARKED "LB6790", IN THE CENTERLINE OF SAID ST. JAMES DRIVE, SAID COMMENCING NAIL HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,092,246.95', AND EASTING = 867,051.99'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°31'57" WEST A DISTANCE OF 165.00 FEET TO A POINT ON THE EASTERLY LINE OF A 10.60 ACRE TRACT AS SHOWN ON SAID PLAT BOOK 13 PAGE 32, PASSING AN EXISTING NAIL & DISK, STAMPED "PLS4198", AT 40.00 FEET; THENCE ALONG SAID EASTERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 566.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT M; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT M, SOUTH 89°31'57" WEST A DISTANCE OF 385.05 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°17'51" EAST A DISTANCE OF 133.87 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 1,091,541.93', AND EASTING = 866,505.59'; THENCE, FROM THE POINT OF BEGINNING, NORTH 90°00'00" EAST A DISTANCE OF 7.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 00°00'00" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 35.00 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.

**LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT (AS PROVIDED)**

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING A PORTION OF TRACT "M" AND ALSO A PORTION OF THE 10.6 ACRE "NOT INCLUDED PARCEL, OF THE PLAT OF PORT ST. LUCIE SECTION TWENTY FIVE" AS RECORDED IN PLAT BOOK 13, PAGES 32 AND 32-A THROUGH 32-I, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID TRACT "M", PROCEED SOUTH 89°31'57" WEST ALONG THE NORTH LINE OF SAID TRACT "M", A DISTANCE OF 328.95 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00'00" WEST A DISTANCE OF 122.80 FEET; THENCE CONTINUE SOUTH 00°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 35.91 FEET; THENCE NORTH 85°49'41" EAST A DISTANCE OF 124.93 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 173.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°14'14", A DISTANCE OF 43.56 FEET TO THE



POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°45'46" EAST A DISTANCE OF 60.35 FEET; THENCE NORTH 00°17'51" WEST A DISTANCE OF 229.51 FEET; THENCE NORTH 14°30'39" WEST A DISTANCE OF 97.75 FEET; THENCE NORTH 00°17'51" WEST A DISTANCE OF 252.76 FEET; THENCE NORTH 89°42'09" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST END OF ROYCE AVENUE RIGHT-OF-WAY (50' RIGHT-OF-WAY WIDTH), SAID POINT BEING 18.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY, AS MEASURED ALONG SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY; THENCE SOUTH 00°17'51" EAST ALONG SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID WEST END OF ROYCE AVENUE RIGHT-OF-WAY, SOUTH 89°42'09" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 00°17'51" EAST A DISTANCE OF 235.91 FEET; THENCE SOUTH 14°30'39" EAST A DISTANCE OF 97.75 FEET; THENCE SOUTH 00°17'51" EAST A DISTANCE OF 232.31 FEET; THENCE SOUTH 06°45'46" WEST A DISTANCE OF 66.31 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY , ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°14'14", A DISTANCE OF 65.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 172.64 FEET; THENCE SOUTH 85°49'41" WEST A DISTANCE OF 110.62 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 17,534 SQUARE FEET

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

TENANT:

DISH WIRELESS L.L.C.

By: [Signature]

Name: Satish Sharma

Its: Executive VP  
DISH Wireless

Date: 10/11/2024

WITNESSES:

[Signature]

Witness  
Print Name: Denise Fuller

Address: 5701 S. Santa Fe Dr.

[Signature]

Witness  
Print Name: Nicole Studer

Address: 5701 S. Santa Fe Dr.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification: \_\_\_\_\_

*see attached*

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Notary Public, State of Florida

My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP



**LANDLORD:**

**CITY OF PORT ST. LUCIE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification: \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_

Print Name of Notary Public

Notary Public, State of Florida

My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP