

THIRD AMENDMENT TO SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO SITE LEASE AGREEMENT (“**Third Amendment**”) is to be effective as of the date of the last signature below (the “**Effective Date**”), by and between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, with a mailing address of 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 (“**Owner**”), and CROWN CASTLE SOUTH LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“**Tenant**”).

WHEREAS, Owner and Tenant are parties to that certain Site Lease Agreement dated August 18, 1998, as amended by that certain First Amendment to Lease Agreement dated December 18, 2000, a memorandum of which was recorded on May 14, 2001 as File Number 1913238 OR Book 1392 Page 1399 in the Clerk of the Circuit Court of Saint Lucie County, as amended by that certain Second Amendment to Site Lease Agreement (the “**Second Amendment**”) dated June 21, 2012 (as amended and/or assigned, collectively, the “**Agreement**” but sometimes referred to in prior documentation as the “**Lease**”), for the lease of property located Port St. Lucie, Saint Lucie County, Florida, as more particularly described in the Agreement (the “**Site**” but sometimes referred to in prior documentation as the “**Premises**”), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Owner is the current Owner under the Agreement;

WHEREAS, Tenant is the current Tenant under the Agreement;

WHEREAS, Owner and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this Third Amendment. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Term.** The third sentence of Paragraph 2 of the Agreement (as amended by Section 3 of the Second Amendment) is hereby amended and restated as follows:

“This Agreement will be automatically renewed for sixteen (16) additional terms (each a “**Renewal Term**”) of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless Tenant provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.”

Owner and Tenant acknowledge that Tenant has exercised five (5) Renewal Terms leaving a balance of eleven (11) Renewal Terms. Unless the Agreement is terminated sooner as permitted thereunder, if all Renewal Terms are exercised, the last Renewal Term will expire on August 17, 2083.

3. **Government Approvals.** 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. 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 Owner, without penalty or further obligation to Owner (or Owner'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 Owner without penalty or further obligation to Owner (or Owner'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).

4. **Representations, Warranties and Covenants of Owner.** Owner represents, warrants and covenants to Tenant as follows:

(a) Owner possesses fee simple title to the real property on which the Site is located and is the Owner under the Agreement.

(b) Owner is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Owner agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

(e) Owner acknowledges that the Site, as defined, shall include any portion of Owner's property on which communications facilities or other Tenant improvements exist on the date of this Third Amendment.

5. **IRS Form W-9.** Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Tenant. In the event the Site is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner.

6. **Insurance.** Paragraph 14 of the Agreement shall be amended and restated as follows:

“Tenant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Owner'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 the Agreement.

The parties agree and recognize that it is not the intent of Owner that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than Owner and Owner shall not be obligated to provide any insurance coverage other than for Owner 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 and/or any obligation to name Owner as an additional insured under any other insurance policy or otherwise protect the interests of Owner as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: Tenant shall 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.

Commercial General Liability Insurance: Tenant shall 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	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (CG2026) 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 Owner. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause or its equivalent.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include Owner, its officers, agents, and employees as Additional Insured for Commercial General Liability. The name

for the Additional Insured endorsement issued 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 additional insured and shall include Site Lease Agreement, Site ID 813810**" or blanket additional insured coverage language. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The required policies shall be specifically endorsed to provide thirty (30) days written notice to Owner of cancellation (except for nonpayment of premium) thereunder.

Commercial Building Insurance: Tenant shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property included with the Site. Owner assumes no responsibility for the property while under Tenant's care, custody, and control, and as such Owner may not procure nor maintain property insurance, nor be responsible for any loss or damage. This requirement may be fully or partially self-insured.

Commercial Business Property: Tenant is responsible for insuring any personal property, structures, or buildings stored, owned, operated, or maintained, on the Site, as Tenant deems appropriate, at levels of coverage Tenant deems appropriate. Owner shall not be responsible for any personal property, structures, or buildings stored, owned, operated, nor maintained by Tenant on the Site. This requirement may be fully or partially self-insured.

Waiver of Subrogation: By entering into this Amendment, Tenant agrees to a Waiver of Subrogation for each required policy.

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

It shall be the responsibility of Tenant to ensure that all independent contractors maintain insurance commensurate with their scope of work.

Tenant may satisfy the minimum limits required above under Umbrella or Excess Liability policies. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, Owner shall be endorsed as an "Additional Insured."

Owner by and through its Risk Management Department reserves the right, but is not obligated, to review required insurance documentation for compliance from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A-:VII or better.

A failure on the part of Tenant to reasonably deliver the required insurance certificates and other documentation shall be an event of default."

7. **Public Records.** Owner is a public agency subject to Chapter 119, Florida Statutes. In the event that section 119.0701, Florida Statutes, is ever determined by to be applicable to the Owner/tenant relationship created pursuant to the Agreement by a non-appealable judgment and order from a court of competent jurisdiction, then from and after said date the following shall be deemed to be a part of the Agreement:

Tenant and any subcontractor shall comply with section 119.0701, Florida Statutes. Tenant and any subcontractor are 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 Tenant shall comply with Florida's Public Records Law, and as may be amended from time to time. TENANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Tenant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by Owner in order to perform the service;

1. 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.
2. During the term of the Agreement, the Tenant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of Owner.
3. 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 Owner. Tenant's records under this Agreement include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
4. The Tenant agrees to make available to Owner, during normal business hours all books of account, reports, and records relating to this Agreement.
5. A Tenant who fails to provide the public records to Owner 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 Owner'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 Agreement term and following completion of the Agreement if the Tenant does not transfer the records to Owner.

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

THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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**

8. Paragraph 6 Amendment: Notice. The City's notice information, Paragraph 6 of the Agreement (as amended by Section 5 of the Second Amendment) is hereby amended and restated as follows:

“Owner at:
City of Port St. Lucie
City Manager
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

With copy to:
City Attorney Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984”

9. Sovereign Immunity. Nothing contained in the Agreement, as amended hereby, shall be deemed or otherwise interpreted as waiving Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

12. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this Third Amendment in the appropriate real estate records in the county where the Site is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Owner and Tenant have caused this Third Amendment to Site Lease Agreement to be duly executed effective as of the date last written below.

OWNER:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF _____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by _____, as _____ of THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, who is personally known to me or who has provided identification in the form of _____.

Notary Public
Print, Type/Stamp Name of Notary: _____
My Commission Expires: _____

Site Name: St. Lucie West-02
Business Unit #: 813810

TENANT:

CROWN CASTLE SOUTH LLC,
a Delaware limited liability company

By: _____
Name: Matthew Norwood
Its: Dir Nat'l RE Ops

ACKNOWLEDGMENT

STATE OF Texas) SS.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 5 day of March, 2026, by Matthew Norwood, as Dir Nat'l RE Ops of CROWN CASTLE SOUTH LLC, a Delaware limited liability company, who is personally known to me or who has provided identification in the form of _____.

Ashley Payne
Notary Public
Print, Type/Stamp Name of Notary: Ashley Payne
My Commission Expires: 08-09-2029

