

**SITE LEASE AGREEMENT
BETWEEN THE CITY OF VERO BEACH
AND INDIAN RIVER COUNTY, FLORIDA**

THIS SITE LEASE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____ 2022 (hereinafter "Effective Date") by which the **CITY OF VERO BEACH, a Florida municipal corporation**, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 ("Owner" or "City"), leases to **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, its affiliates**, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960 (the "Lessee"), the "Leased Premises" described below (which is part of that certain real property owned by Owner (the "Property") and is more fully described in **EXHIBIT "A"** attached hereto, for the purpose of constructing, operating and maintaining a wireless communication antenna and related equipment. City and Lessee may also be referred to herein individually as a "party" or collectively as the "parties."

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Premises and Use.

(a) Owner hereby leases to Lessee and Lessee leases from Owner approximately 0.64 acres located at 1340 Old Dixie Highway, a/k/a Old City Nursery Site, Vero Beach, Florida, and all access and utility easements necessary or desirable therefor ("Premises" or "Leased Premises"), as described in **EXHIBIT "A"** and shown in **EXHIBIT "B"** subject to certain conditions contained in the City Charter. Included on the Leased Premises is an existing communications tower and equipment.

(b) The Leased Premises will be used by Lessee, or its assigns or sublessee, including Towerpoint, and its customers, for maintaining, repairing and operating, at its expense, a communications facility for Indian River County's emergency services and the County's communication network, which the City utilizes, and other customers, subtenants, assigns or sublessees, including, without limitation, transmitting and receiving antennas, microwave dishes and communications equipment, air conditioned equipment shelter and/or cabinets, cable wiring (excluding tower cables), back-up power sources (including generators), related fixtures and appurtenances (collectively "Lessee's Equipment"), which shall all be screened in accordance with Owner's applicable ordinances. Notwithstanding the foregoing, Lessee shall not be permitted to maintain fuel storage tanks except for use in connection with any generator within the Leased Premises and any expansion to the existing tower or new tower, shall be subject to, and only to, approval of the City's land development code and regulations. In the event the Leased Premises are no longer used for the purposes stated herein, the tower site and Leased Premises shall revert to the City unless such other nonconforming uses are approved in writing by the City and the nonconforming uses are allowed by City Charter. The Leased Premises and tower will revert to the City in the event the Lessee, Sublessee, or Assign abandons or ceases to use the Leased Premises for the uses noted above for a period of five (5) or more years, and the improvements may be removed as provided in section 10. Owner shall provide Lessee one year's notice of its intent to terminate the Agreement due to such abandonment or cessation of use.

(c) Reserved.

(d) All of Lessee's construction, installation and repair work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner, all in accordance with Owner's applicable Charter and ordinance.

(e) The Leased Premises described above are located in the location(s) shown on **EXHIBIT "B,"** attached hereto and made a part hereof. The Leased Premises shall also include the non-exclusive use of an area

for reasonable access, as described in this Agreement, extending from the nearest public right-of-way to the Lessee's Facilities, for access, installation, operation and maintenance and an easement for the installation, operation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area as permitted. Such access and utility area ("Access Area") is as described on **EXHIBIT "B."** Lessee shall maintain property security of the Leased Premises in accordance with applicable City land development codes and regulations. Lessee shall not block the entrance of the access road where it intersects at the public right-of-way.

(f) Lessee shall submit a copy of future site plans and of any modifications of the tower or for any replacement tower to the Lessee Facilities to Owner for Owner's written approval, which approval shall be subject to, and only to, all land development code requirements. Such approval shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Owner. Approval shall be deemed given by Owner where Owner has failed to respond within twenty (20) days of notice as provided herein. Only one tower shall be erected on the Leased Premises and it shall be limited to its existing height.

(g) In all respects, throughout this Agreement, any time Owner's consent or approval is required, such consent or approval may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued as required herein. Such approvals shall be subject to, and only to, all land development code requirements and shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Owner. Approval shall be deemed given by Owner where Owner has failed to respond within twenty (20) days of notice as provided herein.

(h) Lessee may, at any time, modify, supplement, replace, repair, remove or relocate any of the Lessee Facilities or other appurtenances located within the Leased Premises during the term of this Agreement, which includes routine maintenance, the like-replacement of the transmitting and receiving antennas and/or related communications equipment, or any modifications to the interior of the equipment shelter or items housed therein. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment. Any modification to the tower shall require City's prior written approval and such approval shall be subject to, and only to, all land development code requirements and shall not be unreasonably conditioned, delayed or withheld and such approval shall be without further compensation to Owner. Approval shall be deemed given by Owner where Owner has failed to respond within twenty (20) days of notice as provided herein.

2. Term. This Agreement shall be effective as of the first (1st) day of January, 2022, for a term of ninety-nine (99) years ("Full Term"), with no extensions or renewal option periods, conditioned upon approval by referendum election in November 2021.

3. Assignment/Subletting. The Parties acknowledge that Lessee has contracted with Towerpoint to sublease the Tower for the remaining term of this Agreement, in return for the payment of \$1,700,000.00 for the limited uses set forth above in Paragraph 1. To obtain the City's agreement, the Lessee shall pay to City the sum of \$535,250.00 at closing. Except for the sublease to TIGR Acquisitions III, LLC or its affiliate ("TowerPoint"), Lessee will not assign, sublease, or transfer this Agreement without the prior written consent of Owner, which consent is totally discretionary with the Owner. The parties agree that if TowerPoint shall terminate/cease as the sublessee for any reason and the County receives revenue from any third party for use of the tower, the City shall receive one-half of said revenue, however City shall share one half of any and all transactional costs associated with such transaction, including, but not limited to any consultant fees.

4. Title and Quiet Possession. Owner represents and agrees, (a) that it is the owner of the Lease Premises and has the legal right to use the Leased Premises and the Access Area and to grant Lessee the right to use the Leased

Premises and the Access Area as set forth in this Agreement upon approval by the City's voters in a referendum election to be held on November 2, 2021; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Lessee is entitled to access the Leased Premises at all times subject to the terms of this Agreement and to the quiet possession of the Leased Premises throughout the Term, so long as Lessee is not in default beyond the expiration of any cure period. Lessee represents and agrees that it has the right to enter into this Agreement, and that the person signing this Agreement has the authority to sign.

5. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (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). Notices to Lessee and Owner shall be sent to the following addresses:

To LESSEE: Indian River County, Florida
 Attn: County Administrator
 1801 27th Street
 Vero Beach, Florida 32960

To OWNER: City of Vero Beach
 Attn: City Manager
 P.O. Box 1389
 Vero Beach, Florida 32961-1389

6. Improvements. The Lessee shall be responsible for any structural modifications to the Leased Facilities, which modifications shall be subject to, and only to, with applicable building land development codes. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner. Lessee is liable for damage to the Leased Premises caused by the Improvements or the installation, removal or replacement thereof. Only one tower shall be erected on the Leased Premises limited to its existing height.

7. Compliance with Laws. To the best of Owner's knowledge, without inquiry, Owner represents that the Premises, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Lessee covenants that it will keep the Lessee Facilities in good repair as required by all federal, state, county and local laws, including without limitation, any federal rules and regulations with regard to the lighting, marking and painting the tower and equipment at the Premises. Lessee will further comply with all applicable laws, ordinances and regulations, including but not limited to, zoning codes, building codes and applicable safety codes relating to its specific use of the Lessee Facilities.

8. Interference. Reserved.

9. Utilities. Lessee shall pay for all utilities used by it at the Leased Premises at the rate charged by the servicing utility provider. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators).

10. Termination.

(a) Unless otherwise set forth herein, this Agreement may be terminated without further liability, on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except

that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Owner and/or Lessee, if Lessee does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities beyond any applicable appeals period; or (iii) by Lessee, if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee, if any environmental report for the Property reveals the presence of any Hazardous Material after the Commencement Date; or (v) the tower and/or the equipment is no longer in use for purposes provided herein.

(b) Upon termination of this Agreement at the end of the Full Term or by Lessee at any time prior to the end of the Full Term, Owner shall advise Lessee, its assigns and subleases, of its desire to own or not own the tower and demand that it be removed by the Lessee, its assigns or sublessees. Upon termination of this Agreement by Owner at any time prior to the end of the Full Term, the Lessee shall determine whether it will remove the tower. If Lessee removes the Lessee Equipment, it will be at Lessee's sole expense, and Lessee shall repair any damage to the Leased Premises caused by such removal, 12 months after the expiration or earlier termination of this Agreement, unless otherwise agreed to by the parties hereto in writing. In the event Lessee does not cause such repairs within the time period provided in this Paragraph, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to make such repairs within 12 months then the personal property remaining on Leased Premises shall be deemed the property of Owner, and removed at Lessee's expense.

11. Liability and Indemnity.

(a) Subject to the limits provided in section 768.28, Fla. Stat. and except for losses which arise out of or are due to the acts or omissions of the other party, Owner and Lessee shall each indemnify, defend and hold Owner harmless the other party from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the negligence or willful misconduct of indemnifying party or its agents, employees, contractors or subcontractors in or about the Property. The duties described in this Paragraph 11 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

(b) Subject to the limits provided in section 768.28, Fla. Stat., Lessee, at its sole expense, shall defend Owner in any third-party action against Owner arising out of the terms and conditions of this Agreement that Lessee is required to perform or observe except for losses which arise out of or are due to the acts or omissions of Owner.

12. Hazardous Substances.

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents to the best of its knowledge, (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third-party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Subject to the limits provided in section 768.28, Fla. Stat., and without limiting Paragraph 11, Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from, (i) any breach of any representation or warranty made in this Paragraph 12 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Property by Lessee or Lessee's agents, employees, contractors or subcontractors, and in the case of Owner, from the ownership or control of, or operations in or about, the Property by Owner or Owner's predecessors in interest, and their respective agents, employees, contractors, subcontractors, lessees, guests or other parties. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The provisions of this Paragraph 12 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

13. Taxes and Assessments. Lessee, its Assigns or Sublessees, shall pay on or before their respective due dates, to the appropriate collecting authority, any and all real estate taxes, ad valorem, sales, excise or personal property taxes, assessments and fees, which are now or may hereafter be levied or assessed against the Leased Premises or Lessee as a direct result of installation of the Lessee Facilities, (excluding any income tax, franchise or other similar corporate or partnership tax levied against Owner), and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Owner shall provide to Lessee reasonable documentation from the appropriate taxing authority that is necessary to demonstrate that the increase is due to Lessee's Improvements. Owner shall reasonably cooperate with Lessee in the protest of any such assessment. Lessee maintains the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement, to the appropriate governmental authority. Nothing in this Paragraph shall be construed as limiting either party's rights to contest, appeal or challenge any tax assessment.

14. Insurance.

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) per occurrence, and shall be primary and without contribution from Owner. Subject to the standard exclusions and limitations of CGL policies, such insurance shall

insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Leased Premises, all as provided for herein. Lessee shall name the Owner as an additional insured. Within thirty (30) days following the Effective Date, Lessee shall provide Owner with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 14. The aforesaid insurance may be provided through the combination of Lessee's primary and excess/umbrella policies. Lessee shall be liable for all claims in excess of the insurance coverage.

15. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased as reasonably determined by the parties within thirty (30) days of the condemnation date is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days' written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days. Lessee may, on its own behalf, make a claim in any condemnation proceeding involving the Leased Premises for losses related to the Lessee Facilities, its relocation costs and its damages and losses including 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.

16. Maintenance.

(a) Lessee, its Assigns or Sublessees, at its sole cost and expense, will be responsible for repairing and maintaining the Lessee Facilities and any other Improvements installed at the Leased Premises, in a proper operating and reasonably safe condition.

(b) Lessee hereby grants to Owner the right to conduct inspections of Leased Premises from time-to-time by providing Lessee with at least twenty-four (24) hours prior written/telephonic notice, (except in the event of an emergency). Lessee has the right to have a representative of Lessee present during Owner's inspection. Owner shall not damage, move, alter, disrupt, turn off, adjust or otherwise affect or impair the continuous operation of Lessee's Equipment and shall reimburse Lessee for any damage to Lessee's Equipment caused by Owner and Owner's employees, agents, contractors or subcontractors. While conducting the inspections, Owner and Owner's employees, agents, or contractors shall comply with any and all regulations of the FCC, including the FCC's radio frequency emissions exposure guidelines. Owner and Lessee acknowledge that the purpose of such inspections is to ensure that the Leased Premises comply with all applicable aesthetic and safety requirements of the applicable laws, ordinances and regulations, including but not limited to, zoning codes, and building codes. In the event that Owner determines that reasonable aesthetic and/or safety modifications ("Repairs") are required, Owner shall provide written notice to Lessee detailing the Repairs. Lessee, at its sole cost and expense, shall commence the Repairs within thirty (30) days after receipt of written notice. If Lessee cannot reasonably effect such Repairs within such time period, despite Lessee's diligent efforts, or obtain any necessary zoning and/or building permit requirements necessary to commence the Repairs, the Repairs period may be extended a reasonable amount of time mutually agreed to by Lessee and the City Manager for such additional time as may be reasonably necessary for Lessee to diligently pursue and complete such Repairs. Nothing contained herein shall be construed so as to require Lessee to shut down the Lessee Equipment or otherwise discontinue its operations from the Leased Premises, or to make Repairs inconsistent with FCC requirements or other applicable federal, state or local laws, rules and/or regulations.

(c) If Lessee fails to commence the Repairs as specified in this Paragraph, which default is not cured by Lessee in accordance with Paragraph 8 above, Owner may commence repairs upon thirty (30) days' written

notice and seek recovery of any loss, damage or expense, including attorney's fees, for which Owner seeks reimbursement.

17. Temporary Equipment Installation. During temporary periods of equipment installation, the area between the public right of way and the Leased Premises may be used as a staging area. Use of this area shall be limited to that which is necessary to complete the installation of new or replacement equipment and shall not exceed the time required to complete the installation activities and shall acquire necessary permits and licenses from City.

18. Additional Proceeds. In the event any Assigns or Sublessees of the Lessee, for any reason, fail to maintain its/their interests in the Leased Premises prior to the end of the lease term, the City shall have the right to share in any additional proceeds received by Lessee on 50/50 basis, less costs of procuring such additional proceeds..

19. As-Is. By taking possession of the Leased Premises, Lessee accepts the Leased Premises in the condition existing as of the date of execution of this Agreement. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises unless caused by the sole negligence or willful misconduct of Owner, its employees, agents or contractors.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state of Florida; (c) the Parties shall execute and record a Memorandum of this Agreement in a form attached hereto as **EXHIBIT "C;"** (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof; (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) the prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, including all costs and expenses incurred through all appeals; (h) 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, either in law or in equity, and (i) the captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement, and they shall not affect or be utilized in the construction or interpretation of the Agreement.

21. Rights Upon Sale. Should Lessee, its Assigns or Sublessees, at any time during the term of this Agreement, decide to sell all or any part of the Premises to a purchaser, such sale shall be under and subject to this Agreement and Owner's rights hereunder. Owner shall not be prohibited from the selling, leasing, or using of any of Owner's Property or surrounding property for non-wireless communication use, provided such non-communication use does not interfere with Lessee's operations as set forth hereunder.

22. Casualty.

(a) In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Leased Premises is damaged by fire or

other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days, then either Party may, at any time, following such fire or other casualty, terminate this Agreement upon fifteen (15) days' written notice to the other party. 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 the date of such casualty, with respect to payments due to the other under this Agreement.

(b) In the event of casualty, or total destruction of the Lessee Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place a COW and/or other temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees that it will use its reasonable efforts to avoid interfering with Owner's efforts to redevelop the Property arising out of such casualty or total destruction.

23. No Waiver of Police Power. Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

24. Survival. The provisions of the Agreement relating to indemnification from one party to the other party shall survive 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. This Agreement shall replace and supersede any prior agreements between the parties regarding or covering the Leased Premises.

25. Owner's Public Safety Equipment. Lessee acknowledges and agrees that Owner has the use of the 800 MHz public safety radio systems on the tower for its communications services, or to any replacement system as the County deems necessary and appropriate.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Indian River County, Florida, through its County Commission, signing by and through its Chairman, authorized to execute same by Commission action on the _____ day of _____ 2022; and City of Vero Beach, through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____ 2022.

ATTEST:

INDIAN RIVER COUNTY, FLORIDA,
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman

(Official Seal)

BCC approved: _____

Approved as to form and legal sufficiency:

Dylan Reingold
County Attorney

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Bursick
City Clerk

By: _____
Robert Brackett
Mayor

Seal:

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

John S. Turner Date
City Attorney

Monte K. Falls, P.E. Date
City Manager

Approved as to financial requirements:

Approved as to technical requirements:

Cynthia D. Lawson Date
Finance Director

Matthew T. Mitts, P.E. Date
Public Works Director

EXHIBIT "A"

DESCRIPTION OF LAND

to the Agreement dated _____ 2022, by and between the **CITY OF VERO BEACH**, a Florida municipal corporation, as Owner, and **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, its affiliates**, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

EXHIBIT "B"

DESCRIPTION OF PREMISES

to the Agreement dated _____ 2022, by and between the **CITY OF VERO BEACH**, a Florida municipal corporation, as Owner, and **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, its affiliates**, as Lessee.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

1. Lessee may replace this Exhibit with a survey of the Leased Premises once Lessee receives it.
2. The Leased Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities or as otherwise permitted upon granting of a setback variance by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT "C"

to the Agreement dated _____ 2022, by and between the **CITY OF VERO BEACH**, a Florida municipal corporation, as Owner, and **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, its affiliates**, as Lessee.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32961-1389

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on the _____ day of _____ 2022, by the **CITY OF VERO BEACH, a Florida municipal corporation**, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 ("Owner" or "City"), and **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, its affiliates**, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960 (the "Lessee").

1. Owner and Lessee entered into a Site Lease Agreement ("Agreement") dated as of the _____ day of _____ 2022, effective upon full execution of the parties ("Effective Date") for the purpose of Lessee undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of Lessee's tenancy under the Agreement shall be effective as of the first (1st) day of January, 2022, for a term of ninety-nine (99) years, with no extension or renewal terms.
3. The Land that is the subject of the Agreement is described in **EXHIBIT "A"** attached hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Vero Beach,
a Florida municipal corporation
By: **EXHIBIT ONLY-DO NOT EXECUTE**

Name: _____
Title: _____
Date: _____

TENANT:

Indian River County, Florida,
a political subdivision of the State of Florida
By: **EXHIBIT ONLY-DO NOT EXECUTE**

Name: _____
Title: _____
Date: _____