

LAND LEASE ACCESS AND TEMPORARY USE AGREEMENT

This Land Lease Access and Temporary Use Agreement (the "Agreement") is made this 32nd day of February, 2022 (the "Effective Date"), by and between City of Atlantic Beach, Florida, a Florida municipal corporation with an address of 800 Seminole Road, Atlantic Beach, Florida 32233, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. **PREMISES AND COMMUNICATIONS EQUIPMENT.** In accordance with this Agreement, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located at 469 11th Street, Atlantic Beach, Florida 32233 (the "Property") for the purposes of installing, maintaining, and operating communications equipment including, but not limited to, a monopole tower no greater in height from existing grade than one hundred and twenty feet (120'), and a ten (10) foot lightning rod related communications equipment, antennae, conduits, fencing and other screening (hereinafter collectively, the "Communications Equipment") and the Support Services (as defined hereafter). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing approximately 3,600 square feet, and it is legally described and shown in detail on Exhibit "B" attached hereto and made a part hereof.

2. **INITIAL TERM.** This Agreement shall be effective as of the Effective Date. The initial term of the Agreement shall be for five (5) years beginning on the first day of the month immediately following the date upon which LESSEE begins operating Communications Equipment from the replacement monopole tower to be constructed by LESSEE at the Premises (the "Commencement Date") provided, however, that, unless the Parties mutually agree otherwise in writing, the Commencement Date shall be no later than one (1) year from the date LESSOR completes demolition of the LESSOR's existing water tower located as of the Effective Date on the Premises. The Parties agree to acknowledge the Commencement Date and date of demolition completion in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term or LESSOR terminates it at the end of the second, third or fourth renewal terms pursuant to paragraph 9(b) hereof. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total initial annual rental rate of Thirty One Thousand Five Hundred and XX/100 Dollars (\$31,500.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 800 Seminole Road, Atlantic Beach, Florida 32233 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 19 below. Notwithstanding the foregoing, LESSOR and LESSEE acknowledge and agree that the initial rental payment(s) may not

be delivered by LESSEE for up to ninety (90) days after the Commencement Date. The annual rental rate for each and every year following the initial year shall be the annual rent in effect for the previous year of this Agreement increased by two percent (2%). Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

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

5. ACCESS EASEMENT. LESSEE shall have the non-exclusive right of ingress and egress from 11th Street, 7 days a week, 24 hours a day, to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's Communications Equipment over or along the twenty (20) foot wide area (the "Access Easement"), which is legally described and depicted on Exhibit "B" attached hereto and made a part hereof. LESSEE may also use the Access Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services to operate the Communications Equipment (collectively, the "Support Services"), subject, however, to the existence of other improvements and easements existing within the Access Easement. If Support Services necessary to serve the Communications Equipment cannot be located within the Premises or the Access Easement, LESSOR agrees to cooperate with LESSEE and to use best efforts to identify an alternate location for the Support Services on the Property without requiring additional consideration from LESSEE subject to prior written approval by the LESSOR'S City Manager. LESSOR hereby acknowledges that the Support Services are required for the operation of LESSEE's Communications Equipment.

6. CONDITION OF PROPERTY. LESSEE represents that it has inspected and examined the Property, Premises and the Access Easement as of July 8, 2021 and hereby accepts the Property, Premises and the Access Easement in their respective "as is" condition as such condition existed on such date. LESSEE has not relied on any statements or information provided by LESSOR in making this determination.

7. IMPROVEMENTS. The Communications Equipment and Support Services shall be constructed and maintained at LESSEE's sole expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its Communications Equipment, and Support Services, or any portion thereof and, subject to the provisions of Paragraph 12 below, the frequencies over which the Communications Equipment operates, whether or not any of the Communications Equipment, Support Services, or frequencies are listed on any exhibit to this Agreement.

8. GOVERNMENT APPROVALS. LESSEE's use of the Premises is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities").

9. TERMINATION.

(a) LESSEE may, unless otherwise stated, terminate this Agreement upon thirty (30) days written notice to LESSOR: (i) if any applications for such Government Approvals should be finally

rejected; (ii) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) if LESSEE determines any structural analysis is unsatisfactory; (v) if LESSEE, in its sole discretion, determines its use of the Premises is obsolete or unnecessary; (vi) with six (6) months prior written notice to LESSOR, upon the anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion; provided, however, that in any such event of termination described in this sub-paragraph (a), the provisions of this Agreement shall remain in effect and LESSEE shall continue to pay rent to LESSOR through the last day of the month in which any Communications Equipment remains at or on the Premises.

(b) LESSOR shall have the right to terminate this Agreement at the expiration of the second, third or fourth renewal terms, as may be applicable, by giving LESSEE written notice of the intent to terminate at least six (6) months prior to the end of the then-current term.

10. INSURANCE; INDEMNIFICATION.

(a) During the Term of this Agreement, the Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage per occurrence and \$2,000,000 general aggregate. LESSEE shall include LESSOR as an additional insured as its interest may appear under this Agreement on such insurance policy. The Parties shall provide a certificate of said insurance to the other Party. Upon receipt of notice from their insurer(s), each Party shall provide the other Party with thirty (30) days' prior written notice of cancellation of any required coverage.

(b) LESSEE shall indemnify and hold LESSOR harmless against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors, assigns, sublessees, and agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of LESSOR, its officers, employees or agents.

(c) LESSOR shall indemnify and hold LESSEE harmless, to the extent allowed under Section 768.28 of the Florida Statutes, against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of LESSOR, its officers, employees, and agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of LESSEE, its employees, contractors, assigns, sublessees or agents. Nothing herein shall constitute a waiver of LESSOR's sovereign immunity under Section 768.28 of the Florida Statutes, as may be amended from time to time, or extend LESSOR's liability beyond the limits established in Section 768.28 of the Florida Statutes, as may be amended from time to time. Nothing contained herein shall be construed to be consent by LESSOR to be sued by third parties in any matter arising out of this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification under this Agreement or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such

damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

12. INTERFERENCE.

(a) LESSEE agrees that LESSEE, including without limitation, any assignee or sublessee, will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to LESSEE's then existing Communications Equipment, provided that LESSEE, prior to installation of any Communications Equipment, including without limitation, any assignee's or sublessee's Communications Equipment, has submitted to the LESSOR, written notice that LESSOR's then existing equipment will not interfere with the proposed Communications Equipment to be installed, and is operating within its lawfully permitted frequencies. Notwithstanding the foregoing, LESSEE acknowledges and consents to LESSOR's use of the Property during the Term for water treatment and distribution and other typical public works purposes.

(b) Subject to the provisions of subparagraph (a) above, but without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at 800-621-2622) or to LESSOR's City Manager (at 904-247-5800), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties agree to cooperate in resolving the interference in a mutually satisfactory manner.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. Upon expiration or within 90 days of any earlier termination of this Agreement, LESSEE shall remove all Communications Equipment (except footings) and Support Services and restore the Premises and Access Easement to its original condition, reasonable wear and tear and casualty damage excepted. In addition, LESSOR agrees and acknowledges that Communications Equipment and Support Services constitute personal property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal extends after the date of expiration or earlier termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 14.

14. HOLDOVER. If LESSEE holds over after the date of expiration or earlier termination of this Agreement, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate, or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of all Communications Equipment and Support Services is completed; provided, however, should any Communications Equipment (except footings) and Support Services remain on or at the Premises or Access Easement more than six (6) months after the date of expiration or earlier termination, then in such event, the rental rate shall be two (2) times the then existing rental rate. LESSEE agrees that it shall remove all Communications Equipment and Support Services from the Premises and Access Easement no later than one (1) year from the date of expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives a written offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within forty-five (45) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice that LESSEE shall meet the third party offer within forty-five (45) days after receipt of LESSOR's Notice, then the Parties shall proceed with closing of the transaction on substantially equivalent terms and conditions of the third party offer.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. Subject to the provisions of this Agreement, LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's use of the Premises.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to: (a) any entity in which the Party directly or indirectly holds a 50% or more equity or similar interest; or (b) any entity directly or indirectly under common control with the Party. In addition, LESSEE may assign this Agreement, without approval or consent of LESSOR, to any entity which acquires all or substantially all of LESSEE's assets in the market as defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to any other entities, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. Except as provided herein, no change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion for the limited purposes of installing, maintaining, and operating Communications Equipment and Support Services, provided, however, under no circumstances shall LESSEE be relieved of any LESSEE obligations under this Agreement. In any such assignment or

sublease, the assignee or sublessee shall be required to expressly agree to comply with and be bound to all provisions of this Agreement. In the event that either Party completes any assignment described in this Paragraph, so long as such assignee agrees in writing to undertake all of the assigning Party's obligations under this Agreement, the assigning Party shall be released from its obligations to the other Party under this Agreement and the non- assigning Party shall look to such assignee for the full performance of this Agreement.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 12, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Atlantic Beach, Florida
Shane Corbin, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

With a copy to:
Steve Swann, City Engineer
800 Seminole Road
Atlantic Beach, FL 32233

and

Brenna M. Durden, City Attorney
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 510
Jacksonville, FL 32202

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

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

20. DEFAULT. It is a "Default" if: (a) except as set forth below in subparagraph (b), either Party fails to comply with this Agreement and does not remedy the failure within 30 days after receipt of written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice; or (b) interference prohibited by Paragraph 12 hereof occurs, and either Party fails to comply with the provisions therein; or (c) if any petition is filed by or against LESSEE, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against LESSEE, such petition is not dismissed within sixty (60) days after the filing thereof), or LESSEE

is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future Bankruptcy Code or under any similar law or statute of the United States or any state thereof.

21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy at law or equity which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the State of Florida.

22. COMPLIANCE AND INDEMNIFICATION. LESSEE shall maintain the Premises and conduct its business, including without limitation, the use of the Premises and Access Easement, in compliance with all applicable laws and regulations, including without limitation, those governing the protection of the environment or employee health and safety. Without limiting the provisions of paragraph 10(b) hereof, LESSEE shall indemnify, defend, subject to LESSOR's consent of counsel, which consent shall not be unreasonably withheld, conditioned, or delayed, and hold harmless the LESSOR from all environmental claims, damages, losses, liabilities, and expenses arising out of or relating to LESSEE's use of the Premises, Access Easement or this Agreement. Notwithstanding the foregoing, the Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be liable or responsible for any environmental condition or issue that existed before the commencement of LESSEE's activities on the Premises or Access Easement, except to the extent LESSEE exacerbates a condition of which it knows or should have known.

23. CASUALTY. If a fire or other casualty not caused by LESSEE substantially impairs LESSEE's use of the Premises (in LESSEE's sole reasonable discretion), and LESSEE, in its sole discretion, chooses to repair such damage, then rent shall abate until LESSEE's use is restored. If LESSEE's use of the Premises is not restored within 90 days from the date of such casualty damage, or if LESSEE chooses not to repair such casualty damage, then either Party may terminate this Agreement upon written notice to the other Party. In the event of termination pursuant to this Paragraph 23, the provisions of this Agreement shall remain in effect until such time that LESSEE removes all Communications Equipment and Support Services from the Premises and Access Easement in accordance with Paragraph 13 hereof. Notwithstanding the provisions of Paragraph 14 hereof, if this Agreement is terminated pursuant to this Paragraph 23, should LESSEE's time for removal extend beyond ninety (90) days from the date of termination, LESSEE shall owe rent to LESSOR at the rental rate of two (2) times the pro-rata monthly rate in effect immediately preceding the date of such casualty damage through the last day of the month in which any Communications Equipment or Support Services remain. In the event of any holdover pursuant to this Paragraph 23, LESSEE agrees that it shall remove all Communications Equipment (except footings) and Support Services from the Premises and Access Easement no later than one (1) year from the date of termination.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's use of the Premises, LESSEE may terminate this Agreement as of the date the condemning authority takes possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's Communications Equipment, Support Services, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSEE, at its sole expense, shall maintain and utilize the Premises and Access Easement for the purposes contemplated herein in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into

effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). It shall be LESSOR's obligation to comply with all applicable Laws relating to the Property, other than the Premises.

26. TAXES.

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

27. TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces that certain PCS Site Lease dated November 9, 1995 and referenced by LESSEE as Contract #33054 (as may have been amended or otherwise modified as of the date hereof, the "Terminated Agreement"). LESSOR and LESSEE acknowledge that rental or other payments required pursuant to the Terminated Agreement shall terminate on the Effective Date.

28. TEMPORARY USE. Beginning on the Effective Date, LESSOR hereby grants to LESSEE the temporary use of a portion of the Property containing approximately 1,200 square feet, together with the right to install, operate, and maintain Support Services, all as more particularly described and shown in detail on Exhibit "C" attached hereto and made a part hereof (together, the "Temporary COW Premises") for the sole purpose of installing, maintaining, and operating a temporary "cell on wheels" communications facility. LESSOR further grants LESSEE the non-exclusive right of ingress and egress over and across the Property, to and from the Temporary COW Premises. These grants shall continue in existence until the Commencement Date, but in no event shall continue in existence beyond one (1) year from the Effective Date hereof unless the Parties mutually agree otherwise in writing.

The rental rate for the Temporary COW Premises shall be the same as for the Premises as set forth in Paragraph 4(a) above, except that rent for the Temporary COW Premises shall be due and payable to LESSOR beginning on the Effective Date and shall continue through the Commencement Date. The Parties acknowledge and agree that the initial rental payment(s) for the Temporary COW Premises may not be

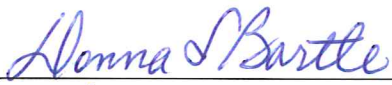
delivered by LESSEE to LESSOR for up to ninety (90) days after the Effective Date. Except as provided for in this Paragraph 28, all other provisions of this Agreement shall be applicable to this grant of temporary use for the Temporary COW Premises.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' and experts' fees and other reasonable costs and expenses, whether arising at pre-suit, trial or appellate levels, from the non-prevailing party. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors, sublessees and assigns hereto. 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 hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the State of Florida without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. LESSOR shall have access at all reasonable times to the Premises for the purpose of inspection to insure compliance with this Agreement and applicable local, State and federal laws, provided, however, that in no event shall LESSOR have the right to touch or interfere with the Communications Equipment. The provisions of this Agreement are deemed severable and should any part of this Agreement be held invalid by a court of competent jurisdiction, it shall not affect or terminate the remainder of this Agreement. All signs of any nature to be installed or used in connection with this Agreement must be approved by LESSOR in writing prior to installation or use. Beginning on the Effective Date of this Agreement, LESSEE shall at all times keep the Premises, Access Easement and Property free and clear from any and all encumbrances and will not permit any mechanics or materialmen's liens to be filed against the Property, Premises or Access Easement.

[The remainder of this page is intentionally blank; signatures appear on the following page.]

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


Attest:



Donna L. Bartle
City Clerk

LESSOR:

City of Atlantic Beach, Florida,
a Florida municipal corporation

By: 

Name: Ellen Glasser
Its: Mayor
Date: 2/22/22

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

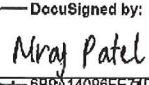
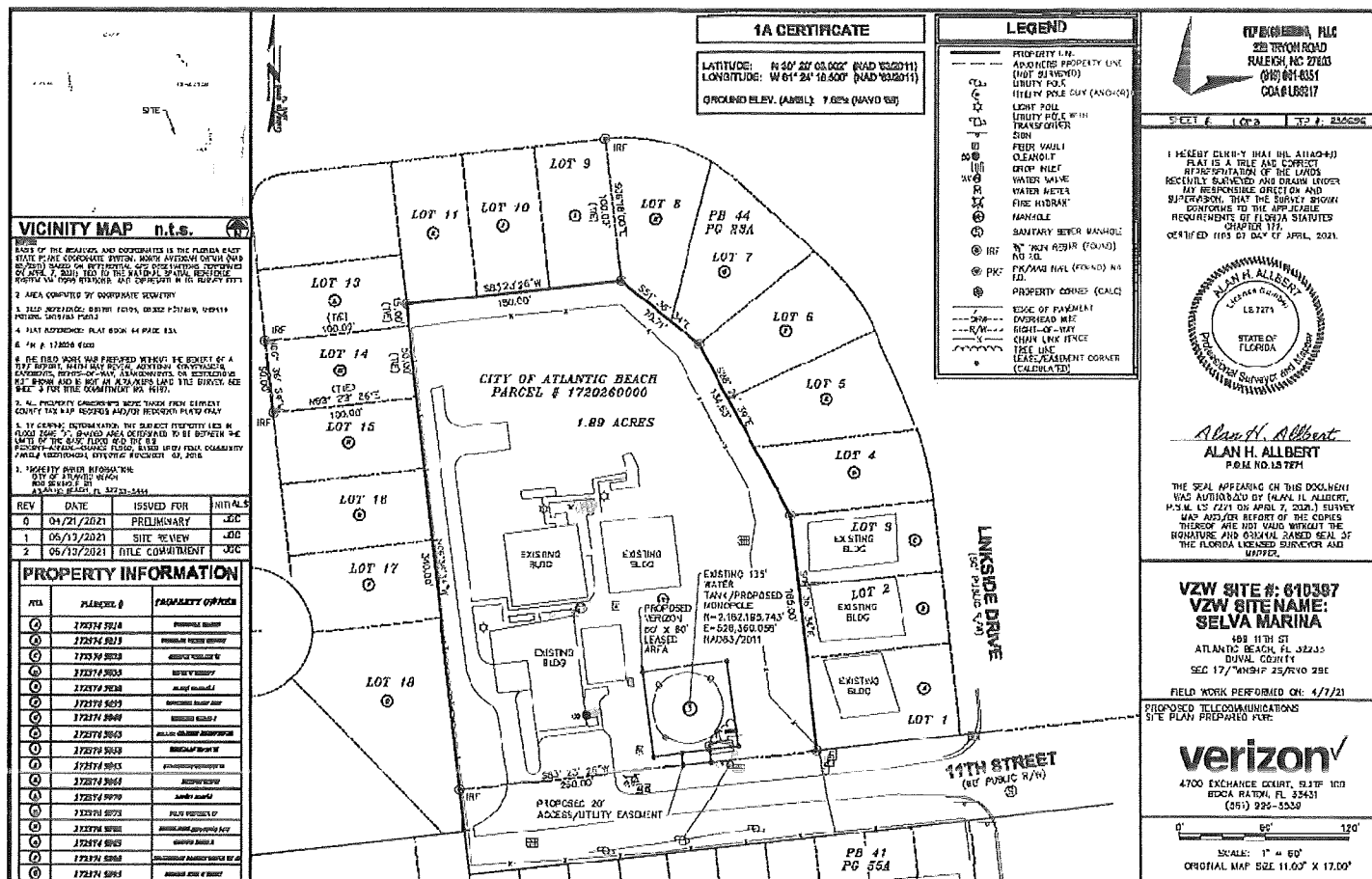
DocuSigned by:

By: _____
Name: Nitya Patel
Its: Director of Network Engineering
Date: Feb 7, 2022

EXHIBIT "A"

DESCRIPTION OF PROPERTY AND SURVEY

[See attached 2 pages.]



TITLE EXCEPTIONS**SCHEDULE B - SECTION II EXCEPTIONS**



CHICAGO TITLE INSURANCE AGENCY, INC.
 COMMITMENT FOR TITLE INSURANCE
 COMMITMENT NO: 46167
 COMMITMENT EFFECTIVE DATE: MARCH 30, 2021 AT 6:00 AM

1. FOR REFERENCE ONLY: (POINT OF REFERENCE)
 PLAT OF ATLANTIC BEACH SUBDIVISION "A" PLAT NO. 1, FILED JUNE 5, '813, IN PLAT BOOK 3, PAGE 39, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
2. FOR REFERENCE ONLY:
 AGREEMENT DEED BETWEEN SELVA LINKSIDE PARTNERSHIP, A FLORIDA GENERAL PARTNERSHIP CONSISTING OF LOUIS B. MACDONWELL, BILLY H. ARZE, JOHN A. MERRITT, III AND J. THOMAS DAY, AND CITY OF ATLANTIC BEACH, FLORIDA, A FLORIDA MUNICIPALITY, DATED OCTOBER 9, 1987, RECORDED MAY 9, 1988, IN OFFICIAL RECORD BOOK 4444, PAGE 1238, OF PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
3. FOR REFERENCE ONLY: (ADJOINING PLAT)
 PLAT OF SELVA LINKSIDE UNIT 1, FILED MAY 9, 1988, IN PLAT BOOK 44, PAGE 23, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
4. TAXES FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
 REAL ESTATE TAXES FOR THE YEAR 2020 AND ALL PREVIOUS YEARS HAVE BEEN PAID.
 NOTE: REAL ESTATE TAXES FOR THE YEAR 2020 WERE ASSESSED EXEMPT UNDER PARCEL NO. 172928-0100.

TITLE LEGAL DESCRIPTION

SITUATED IN DUVAL COUNTY OF FLORIDA

A PARCEL OF LAND LYING IN GOVERNMENT LOT FIVE (5), SECTION SEVENTEEN (17), TOWNSHIP 2 SOUTH, RANGE 22 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS VESTING DEED RECORDED IN DEED BOOK 1741, PAGE 104, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

TEP ENGINEERING, PLLC 326 TRYON ROAD RALEIGH, NC 27603 (919) 881-6301 CDA # 186217	
SHEET # 3 OF 3	TEN # 235690
I HEREBY CERTIFY THAT THE ATTACHED "PLAT" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION, THAT THE SURVEY SHOWS CONFORM TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177. CERTIFIED THIS 27 DAY OF APRIL, 2021.	
	
<i>Alan H. Allbert</i> ALAN H. ALLBERT P.A.N. NO. 187271	
THE SEAL APPEARED BY THIS DOCUMENT WAS AUTHORIZED BY (ALAN H. ALLBERT, P.E.M. 187271 ON APRIL 7, 2021) SURVEY MAP AND/OR REPORT OF THE SURVEY. INCLUDE AND NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PAID SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.	
VZW SITE #: 610397 VZW SITE NAME: SELVA MARINA 460 11TH ST ATLANTIC BEACH, FL 32233 DUVAL COUNTY SEC 17/TOWNSHIP 2S/RNG 20E FIELD WORK PERFORMANCE ON: 4/7/21	
PREPARED TELECOMMUNICATIONS SITE PLAN PREPARED FOR  4700 EXCHANGE COURT, SUITE 100 BOCA RATON, FL 33431 (561) 895-5530	
N.T.S. ORIGINAL MAP SIZE: 11.00" X 17.00"	

LESSEE Site ID: Selva Marina / 610397

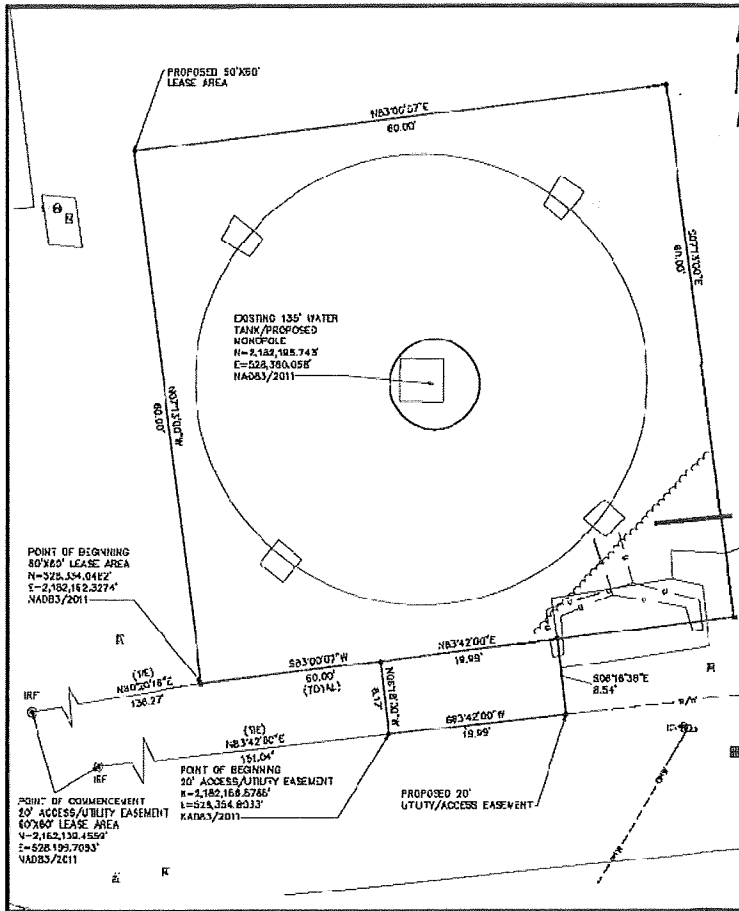
EXHIBIT "B"

PREMISES AND ACCESS AGREEMENT

LEGAL DESCRIPTION AND SURVEY

[See attached.]

EXHIBIT B



LEGAL DESCRIPTION OF 60' X 60' LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6444 AT PAGE 1258, OFFICIAL RECORD BOOK 16783 AT PAGE 313, DEED BOOK 1761 AT PAGE 104, DEED BOOK 382 AT PAGES 17 & 19 OF THE DUVAL COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 5/8" IRON REBAR (NO LID.) FOUND ON THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6444 AT PAGE 1258, OFFICIAL RECORD BOOK 16783 AT PAGE 313, DEED BOOK 1761 AT PAGE 104, DEED BOOK 382 AT PAGES 17 & 19, HAVING FLORIDA EAST STATE PLANE COORDINATES OF NORTHING = 2,182,179.433', AND EASTING = 528,196.7093', THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 83°00'16" EAST A DISTANCE OF 136.27 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 60' X 60' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA EAST STATE PLANE COORDINATES OF NORTHING = 2,182,168.5786', AND EASTING = 528,354.8333', THENCE, FROM THE POINT OF BEGINNING, NORTH 83°42'00" WEST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 83°00'07" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 83°00'07" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 3,600 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AND UTILITY AREA, SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6444 AT PAGE 1258, OFFICIAL RECORD BOOK 16783 AT PAGE 313, DEED BOOK 1761 AT PAGE 104, DEED BOOK 382 AT PAGES 17 & 19 OF THE DUVAL COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 5/8" IRON REBAR (NO LID.) FOUND ON THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6444 AT PAGE 1258, OFFICIAL RECORD BOOK 16783 AT PAGE 313, DEED BOOK 1761 AT PAGE 104, DEED BOOK 382 AT PAGES 17 & 19, HAVING FLORIDA EAST STATE PLANE COORDINATES OF NORTHING = 2,182,179.433', AND EASTING = 528,196.7093', THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 83°42'00" EAST A DISTANCE OF 151.04 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 20' ACCESS AND UTILITY EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA EAST STATE PLANE COORDINATES OF NORTHING = 2,182,168.5786', AND EASTING = 528,354.8333', THENCE, FROM THE POINT OF BEGINNING, LEAVING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6444 AT PAGE 1258, OFFICIAL RECORD BOOK 16783 AT PAGE 313, DEED BOOK 1761 AT PAGE 104, DEED BOOK 382 AT PAGES 17 & 19 OF THE DUVAL COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID EASEMENT AREA CONTAINING 170 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

TEP ENGINEERING, PLLC
 828 TRYON ROAD
 DALETON, NC 27833
 (813) 861-6861
 CDA # 128217

SHEET # 1 OF 3 TEP # 238496

I HEREBY CERTIFY THAT THE ATTACHED PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177, CERTIFIED 7:45 PM DAY OF APRIL 2021.



Alan H. Allbert
 ALAN H. ALLBERT
 P.S.M. NO. 18721

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (ALAN H. ALLBERT, P.S.M. 15771) ON APRIL 7, 2021. SURVEY AND/OR REPORT OF THE SURVEY HEREON ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

VZW SITE #: 610397
 VZW SITE NAME:
 SELVA MARINA

469 11TH ST
 ATLANTIC BEACH, FL 32233
 DUVAL COUNTY
 SEC 17/TWNSHIP 23/RANGE 26E

FIELD WORK PERFORMANCE ON: 4/7/21

PROPOSED TELECOMMUNICATIONS SITE PLAN PREPARED FOR:

verizon
 4700 CROWNOCK COURT, SUITE 100
 BOCA RATON, FL 33431
 (561) 992-3539

SCALE: 1" = 10'
 DUVAL, MAP SIZE 11.00" X 17.00"

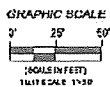
LESSEE Site ID: Selva Marina / 610397

EXHIBIT "C"

TEMPORARY COW PARCEL


LEGAL DESCRIPTION AND SURVEY

[See attached 2 pages.]



OVERALL VIEW WITH AERIAL

PROFORMA 01



CBVR

TELECOM DESIGN GROUP

4010 N. HUNTER AVE.
TAMPA, FL 33634
(813) 962-1020
FL 04-03111

SUBMITTAL
 This document is to be submitted to the City of Tampa, Florida, for the purpose of obtaining a permit for the construction of a telecommunications facility. The information provided herein is for informational purposes only and does not constitute a contract. The City of Tampa, Florida, reserves the right to reject any or all of the information provided herein and to require the submission of additional information. The information provided herein is the property of CBVR and is to be kept confidential. The information provided herein is not to be used for any other purpose without the written consent of CBVR.

PROJECT NAME

PROJECT LOCATION

PROJECT DESCRIPTION

PROJECT OWNER

PROJECT CONTACT

PROJECT ADDRESS

PROJECT CITY

PROJECT STATE

PROJECT ZIP

PROJECT PHONE

PROJECT FAX

PROJECT EMAIL

PROJECT WEBSITE

PROJECT NOTES

PROJECT STATUS

PROJECT DATE

PROJECT SIGNATURE

PROJECT TITLE

PROJECT COMPANY

PROJECT ADDRESS

PROJECT CITY

PROJECT STATE

PROJECT ZIP

PROJECT PHONE

PROJECT FAX

PROJECT EMAIL

PROJECT WEBSITE

PROJECT NOTES

PROJECT STATUS

PROJECT DATE

PROJECT SIGNATURE

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PROJECT NOTES

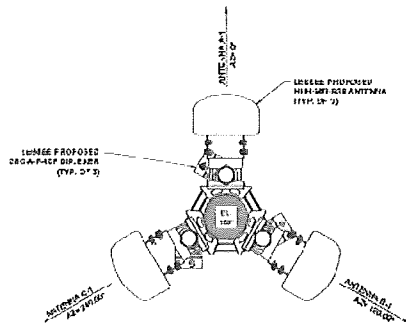
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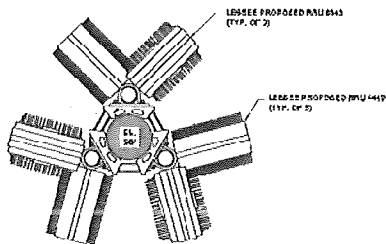


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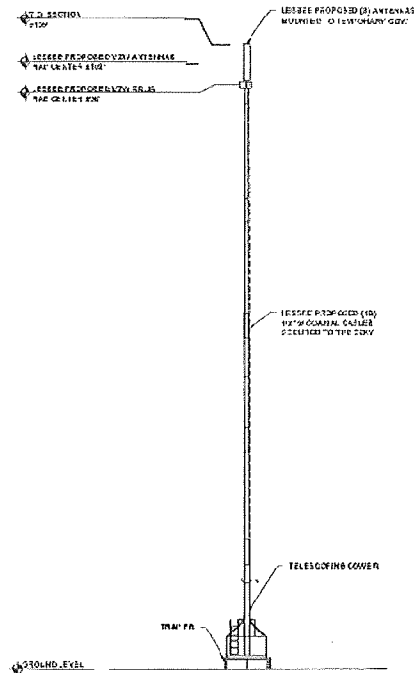
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PROPOSED ANTENNA MOUNT DETAIL & SCHEDULE
NOT TO SCALE



PROPOSED RRU MOUNT DETAIL
NOT TO SCALE



PROPOSED COW ELEVATION
NOT TO SCALE

[illegible]

Certificate Of Completion

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 Source Envelope:
 Document Pages: 26 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
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 Joseph.Guyer@VerizonWireless.com
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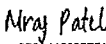
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 Joseph.Guyer@VerizonWireless.com

Location: DocuSign

Signer Events

Niraj Patel
 niraj.patel@verizonwireless.com
 Director Network Eng
 Security Level: Notarized Signing (Notary: Mark Baesch), Account Authentication (None)

Signature

DocuSigned by:

 5b9b14058f7747d4

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 ID: 4d80f99-912d-4834-a9b8-08b67eb095c3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Annamarie Littrell
 annamarie.littrell@caawireless.com
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Bonnie Merkt
 bmerkt@ginsbergjacobs.com
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Justin Danaahy
 justin.danaahy@verizonwireless.com
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Venetia Caito
venetia.caito@verizonwireless.com
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Witness Events

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Notary Events

Notary Name: Mark Baesch
Notary Email: Mark.Baesch2@VerizonWireless.com
Notary Address: 1701 NE 16th Avenue Fort
Lauderdale 33305
Notary Signer: Niraj Patel
Notary Designated By: Joseph Guyer
Security Level: Email, Account Authentication
(None)

Signature

MARK D BAESCH
Notary Public-State of Florida
Commission # GG944320
Commission Expires 4/27/2024

DocuSigned by:
Mark Baesch
474/0FF44F3643D

Timestamp

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Certified Delivered
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Completed

Status

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Timestamps

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: trisha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at trisha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to trisha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to trisha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.

