

FIRST AMENDMENT TO SITE AGREEMENT FOR WATER TOWER/LEASE

This **FIRST AMENDMENT TO SITE AGREEMENT FOR WATER TOWER/LEASE** (hereafter the "**First Amendment**") is dated as of the date of the last signature by and between the **Town of Dundee**, a Florida Municipal Corporation (hereafter the "**Town**"), and **T-Mobile South LLC**, a Delaware limited liability company, authorized to transact business in the State of Florida (hereafter the "**Tenant**").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, on June 21, 2000, the City of Dundee (n/k/a Town of Dundee) and APT Tampa/Orlando, Inc., a Delaware corporation, entered into that certain **SITE AGREEMENT FOR WATER TOWER/LEASE** (hereafter the "Agreement") for certain property interest(s) owned and/or held in fee simple by the Town; and

WHEREAS, Tenant and Town acknowledge, agree, and represent that the Agreement, First Amendment, and/or any modification of the Agreement and/or First Amendment will be subject to applicable law which includes, but is not to be limited to, the *Land Development Code of Dundee* and *Code of Ordinances of the Town of Dundee, Florida* (hereafter collectively referred to as the "Code"); and

WHEREAS, Tenant acknowledges, represents, and agrees that the Town's willingness to enter into this First Amendment is not to be construed by the Tenant and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Tenant and Town acknowledge, represent and warrant that adequate and legal consideration exists for the entry into this First Amendment; and

WHEREAS, Tenant and Town acknowledge, represent, and agree that it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the Town for the Town and Tenant to enter into this First Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Town agrees to lease to the Tenant and Tenant agrees to lease the agreed upon premises, as described herein, and upon the following terms and conditions:

1. **Incorporation of Factual Recitals.**

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this First Amendment between the Town and Tenant.

2. **Definitions.**

Words used in this First Amendment shall possess their everyday and ordinary meaning, provided however, that where a term is defined by the Agreement, which is attached hereto as **Exhibit "A"** and made a part hereof by reference, or one (1) of the following listed terms is used in this First Amendment, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

(a) Day(s) means calendar day unless specifically stated otherwise.

(b) Calendar Days means any and all days in a 365-day calendar year.

(c) Business Days means each Calendar Day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

(d) Effective Date means the date provided for in *Section 3* of this First Amendment and approved by the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting, and thereafter executed by the Town or its authorized designee.

3. The Town Commission of the Town of Dundee, Florida (hereafter the "Town Commission"), pursuant to the terms of this First Amendment, hereby amends *Section 2* of the Agreement (see **Exhibit "A"**), as follows:

TERM. The term of the Agreement (see Exhibit "A"), as amended by this First Amendment, shall be five (5) years, commencing on January 1, 2026, and terminating on December 31, 2030, unless earlier terminated as provided in the Agreement or this First Amendment (hereafter the "Renewal Term").

No later than sixty (60) Calendar Days (as defined in 2(b) of this First Amendment) prior to the expiration and/or termination of the Renewal Term, the Tenant may request in writing that the term of the Agreement (see **Exhibit "A"**), as amended by this First Amendment, be amended and/or renewed for an additional five (5) year term (hereafter the "Additional Term"). The Additional Term shall be subject to review and approval by the Town Commission of the Town of Dundee, Florida (hereafter the "Town Commission"), at a duly noticed public meeting. For purposes of this Section, any written request shall be delivered in accordance with Section 8 of this First Amendment.

4. Pursuant to the terms of this First Amendment, the parties shall remain bound by the terms and conditions of the Agreement (see **Exhibit "A"**) and, to the extent not in conflict with this First Amendment, the Agreement shall remain in full force and effect.
5. Rent will be One Thousand Seven Hundred Forty-Four and 72/100 Dollars (\$1,744.72) per month beginning on January 1, 2026; and, beginning on January 1, 2027 (the "Anniversary Date"), and each year thereafter, the Rent shall increase by three- and one-half percent (3.5%).
6. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of the Agreement and First Amendment.**
7. The Tenant shall not sublet, assign, or transfer the Agreement, First Amendment, and/or any interest issued under the Agreement and/or First Amendment without the written consent of the Town.

No assignment or subcontracting shall be allowed without the prior written consent of the Town. In the event of a corporate acquisition and/or merger, the Tenant shall provide written notice to the Town within thirty (30) Business Days of Tenant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate the Agreement and/or First Amendment, which shall not be unreasonably withheld by the Town, shall include, but not be limited to, instances in which a corporate acquisition and/or merger are contrary to any local, state, or federal laws.

8. The current notice addresses for the Town and Tenant:

If to Town:

Ken Cassel
Town Manager
Town of Dundee
202 E. Main Street, Dundee, FL 33838

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A2B0203A

9. **Public Records.**

The Tenant covenants and agrees to:

9.1 Keep and maintain only those public records, if any, that are made or received by Tenant on behalf of the Town in connection with services expressly required to be performed for the Town under this First Amendment.

9.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in *Chapter 119 of the Florida Statutes* or as otherwise provided by law.

9.3 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 First Amendment term and following completion of the First Amendment and/or any amendment(s) issued hereunder if the Tenant does not transfer the records to the Town.

9.4 Upon completion of the First Amendment, Tenant shall transfer to the Town only those public records, if any, that were created and maintained by Tenant solely on behalf of the Town pursuant to this Section. If the Tenant transfers all public records to the public agency upon completion of the First Amendment and/or any amendment(s) issued hereunder, 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 First Amendment and/or any Amendment(s) issued hereunder, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9.5. Notwithstanding anything herein to the contrary, Tenant shall not be required to disclose trade secrets, proprietary information, confidential business information, network security information, RF engineering data, or other information exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS FIRST AMENDMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, EXT. 258, EAnderson@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Tenant does not comply with a public records request, the Town shall enforce the First Amendment and/or any amendment(s) issued hereunder which may include immediate

termination of First Amendment and/or any amendment(s) issued hereunder only after Tenant has received written notice of the alleged noncompliance and has failed to cure such noncompliance within thirty (30) days after receipt of such notice. **This Section shall survive the termination of this First Amendment.**

10. **State Law Compliance.**

Tenant shall comply with all federal, state, and local laws or ordinances applicable to all of the provisions of this First Amendment.

Tenant agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the Town or Tenant to qualify for local, state or federal funding for the Services to be rendered by Tenant hereunder, then provided such modifications do not materially increase Tenant's obligations or reduce Tenant's rights, Tenant shall consent to and make such modifications or amendments in a timely manner. The foregoing shall apply only to the extent Tenant is directly providing grant-funded services to the Town under this First Amendment. In no event shall changes to grant procedures or funding eligibility constitute grounds for termination of this leasehold interest unless Tenant is materially in breach and fails to cure such breach after written notice and applicable cure period.

- (a) Tenant represents and warrants unto the Town that no officer, employee, or agent of the Town has any interest, either directly or indirectly, in the business of Tenant to be conducted hereunder. Tenant further represents and warrants unto the Town that it has not employed or retained any company or person, other than a bona fide employee working solely for Tenant, to solicit or secure this First Amendment, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Tenant, in consideration for or contingent upon, or resulting from the award or making of this First Amendment. Further, Tenant also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this First Amendment, to employ or retain the services of any person, company, individual or firm in connection with carrying out this First Amendment. It is absolutely understood and agreed by Tenant that, for the breach or violation of this representation and warranty, the Town shall have the right to terminate this First Amendment without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Tenant. Tenant shall also require, by contract, that all of its subcontractors if authorized and/or applicable shall comply with the provisions of this representation and warranty.
- (b) *Scrutinized Companies.* Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Town for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created

pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this First Amendment, Tenant certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Tenant understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Town may terminate this First Amendment at the Town's option if the Tenant is found to have submitted a false certification.

- (c) *Public Entity Crimes; Convicted Vendor List.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Tenant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this First Amendment, Tenant certifies that it is not on the convicted vendor list.
- (d) *Drug-Free Workplace.* By executing this First Amendment, Tenant certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (e) *E-Verify.* By entering into this First Amendment, the Tenant becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Tenant and any subcontractor hired by the Tenant. If the Tenant enters into a contract with a subcontractor, the subcontractor must provide the Tenant with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this First Amendment, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20

calendar days after the date of termination. If this First Amendment is terminated for a violation of the statute by the Tenant, the Tenant may not be awarded a public contract for a period of one (1) year after the date of termination.

- (f) *No Consideration of Social, Political, and Ideological Interests.* Tenant acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective Tenant based on the prospective Tenant's social, political or ideological interests or requesting documentation from, or considering, a prospective Tenant's social, political, or ideological interests when determining if the prospective Tenant is a responsible vendor. Tenant affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Tenant's social, political, or ideological interests in the award of this First Amendment.
- (g) *Contracting with Foreign Entities.* By executing this First Amendment, Tenant certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Tenant certifies that no government of a Foreign Country of Concern has a "controlling interest" in Tenant as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Tenant organized under the laws of a Foreign Country of Concern, nor does the Tenant have its principal place of business located in a Foreign Country of Concern. If this First Amendment permits the Tenant to access the personal identifying information of any individual, Tenant agrees to notify the Town in advance of any contemplated transaction that would cause Tenant to be disqualified from such access under Section 287.138 of the Florida Statutes. Tenant agrees to furnish the Town with an affidavit signed by an officer or representative of the Tenant under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.
- (h) *Human Trafficking Affidavit.* Tenant shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the Services hereunder.

11. **Exhibits.**

All exhibits annexed hereto are incorporated by reference and made a part of this First Amendment.

12. **Authority.**

Both the Town and Tenant represent to one another that all the necessary actions to execute this First Amendment have occurred and that both parties possess the legal authority to enter into this First Amendment and undertake all the obligations imposed herein.

13. The validity, interpretation, construction, and effect of the Agreement (see **Exhibit "A"**) and this First Amendment shall be in accordance with and governed by the laws of the State of Florida, only.

14. Town and Tenant represent that they have the authority to sign this First Amendment and have obtained any needed third-party consents to do so.

Town:

Tenant:

Town of Dundee, a Florida Municipal Corporation

T-Mobile South LLC, a Delaware limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit “A”

SITE AGREEMENT FOR WATER TOWER/LEASE

This Site Agreement For Water Tower/Lease ("Agreement") entered into as of the ___ day of June, 2000, by and between City of Dundee, a Florida municipal corporation ("Owner"), whose address is PO Box 1000 Town-Hall-Center Street Dundee, Florida 33838, and APT Tampa/Orlando, Inc., a Delaware corporation, whose address is 3111 W. Dr. Martin Luther King Dr., Suite 400, Tampa, FL 33607-6201 ("APT"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (individually and collectively, the "Project Site") shall include the following:

- [X] Certain water tower exterior space as indicated on Exhibit C for attachment of antennas;
 - [X] Water tower space required by APT,(as indicated in Exhibit C) for cable runs to connect equipment and antennas to one another and utility services;
 - [X] Water tower exterior space (as indicated on Exhibit C) for placement of equipment (other than antennas)
 - [X] Real property comprised of approximately 345 square feet of land;
All of the foregoing described tower space and real property shall be known hereafter, individually and collectively, as the "Premises";
 - [X] Non-exclusive easements across Owner's Property (hereinafter defined) required to run, maintain and operate utility lines and cables on and to the Premises; and
 - [X] Non-exclusive easement across Owner's Property (hereinafter defined) for access, ingress and egress to the Premises
- [x] The parties understand that this is a non-exclusive lease and that Lessor may lease other portions of the water tower property to other parties, without payment of consideration to Lessee.

IN OR UPON THE Owner's property, with a street address of 317 Shepard Ave, between 3rd and 4th streets, Dundee in the County of Polk, Florida 33838 legally described on Exhibit "A" attached hereto together with any and all improvements thereto, including, without limitation, the water tower referenced by this Agreement, and together with any and all easements, appurtenances, and accessions appertaining to said property and improvements (the "Owner's Property"), which Owner's Property is subject to APT's interest in the Project Site as set forth in this Agreement. The Project Site is depicted and more fully described on said Exhibit "B", attached hereto. All improvements made to the Project Site pursuant to this Agreement shall be known hereafter as the "APT Facilities".

2. **TERM.** The term of this Agreement shall be five (5) and a fraction years, with the first year commencing on the date APT begins construction of the APT Facilities ("Commencement Date") and terminating on the 31st day of December following the fifth annual anniversary of the Commencement Date (the "Initial Term"), unless otherwise terminated as provided in Paragraph 9. APT shall have the right to extend the term of this Agreement for Four (4) successive Five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term on such same terms and conditions, unless APT notifies Owner in writing of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. **RENT.**

A. For the Initial Term, APT shall pay to Owner annual rent in the amount of thirteen thousand and 00/100 Dollars (\$13,000) ("Rent") in quarterly payments of three thousand two hundred and fifty and 00/100 Dollars (\$3,250.00) on the first day of January, April, July and October, together with any applicable sales tax. If the obligation to pay Rent commences or ends on a day other than the first day of the quarter, then Rent shall be

prorated on the basis of a ninety (90) day quarter and shall be delivered within 20 business days from the Commencement Date.

B. For any Renewal Term, APT shall pay Rent in the amount of Rent to be paid during the previous term (whether the Initial Term or a Renewal Term), increased by an amount equal to a percentage of the Rent to be paid during such previous term, which percentage increase shall be computed and established for the entire current Renewal Term at the beginning of each such Renewal Term by multiplying the number of years in the previous term (whether the Initial Term or Renewal Term) times two percent (2%).

C. Rent shall be paid electronically via electronic wire transfer, direct deposit or other paperless means into a bank account to be designated by Owner. Owner may from time to time, designate another bank account for the deposit of Rent provided the request is made in writing and received by APT at least sixty (60) days in advance of any Rent payment date.

4. **USE.** The Project Site may be used for the purpose of installing, removing, replacing, maintaining and operating a communications facility generally in, under, on and above the Project Site as shown on Exhibit "B", subject to such modifications and alterations as required by APT (collectively, the "Communications Facility", which Communications Facility, without limitation, shall constitute a portion of the APT Facilities), provided that APT shall not be required to occupy the Project Site. Owner shall provide APT with twenty-four (24) hour, seven (7) day a week, year-around access to the Project Site. APT shall pay all personal property taxes assessed against the APT Facilities. Owner shall timely pay all real property taxes and assessments against the Owner's Property. APT shall not allow any construction or materialmen's liens to be placed on the Project Site or Owner's Property as a result of its work on the Project Site.

APT, its agents and contractors, are hereby granted the right, at APT's sole cost and expense, to enter upon the Owner's Property and conduct such studies as APT deems necessary to determine the Project Site's suitability for APT's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as APT deems necessary or desirable. Owner shall cooperate with APT and execute all documents reasonably required to permit APT's intended use of the Project Site in compliance with zoning, land use, building and any other applicable regulations, whether local, state or federal in nature. Owner hereby appoints APT as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals, building permits and/or any other applicable permits and approvals.

5. **UTILITIES.** Payment for electric service and for telephone or other communication services to the APT Facilities shall be APT's responsibility. Owner agrees to cooperate with APT in its efforts to connect the APT Facilities to existing utility service at APT's expense.

6. **REMOVAL OF APT FACILITIES.** All personal property and trade fixtures of APT shall be removed by APT upon the termination of this Agreement. Within thirty (30) days of the expiration or earlier termination of this Agreement, APT shall return the Project Site to the condition existing at the time of this Agreement's execution, reasonable wear and tear and loss by casualty, condemnation and other causes beyond APT's control excepted.

7. **INSURANCE.** APT shall maintain commercial general liability insurance insuring APT against liability for bodily injury, death or damage to personal property arising out of use of the Project Site by APT, with combined single limits of One Million and no/100 Dollars (\$1,000,000.00). APT shall also maintain fire and extended coverage insurance insuring APT's personal property for its full insurable value (subject to reasonable deductibles). Owner shall maintain commercial general liability insurance insuring Owner against liability for bodily injury, death or damage to personal property arising out of its ownership, use and management of the Project Site and Owner's Property by Owner and Owner's agents, with combined single limits of One Million and no/100 Dollars (\$1,000,000.00). Owner shall also maintain fire and extended coverage insurance insuring Owner's Property for its full insurable value (subject to reasonable deductibles). Any policy required to be obtained by any party hereto pursuant to this Paragraph shall contain a Waiver of Subrogation in favor of the other party hereto, to the extent required under Paragraph 10, Indemnity.

8. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws, ordinances, rules and regulations of any governmental or quasi-government authority.

9. **TERMINATION.** This Agreement may be terminated by APT at any time, in its sole discretion, by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. Further, this Agreement may be terminated by APT immediately, at any time, upon giving written notice to Owner, if: (a) APT cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; or (b) any Approval is canceled, terminated, expires or lapses; or (c) Owner fails to deliver any non-disturbance agreement or subordination agreement required by APT; or (d) Owner breaches a representation or warranty contained in this Agreement; or (e) Owner fails to have proper ownership of the Owner's Property and/or the Project Site and/or authority to enter into this Agreement; or (f) APT determines that the Owner's Property contains substances of the type described in Section 11 of this Agreement; or (g) APT determines that the Project Site is not appropriate for its operations for economic, environmental or technological reasons, or (h) Owner fails to provide to APT complete and correct copies of any ground lease or other document pursuant to which Owner holds title to the Owner's Property. Such termination shall not constitute a waiver of APT's rights under Paragraph 15 of this Agreement.

If Owner determines that the continued operation of the water tower is no longer practical or feasible and elects to abandon or remove the water tower, Owner shall deliver to APT as much notice as possible, but no less than one hundred twenty (120) days prior written notice of termination ("Notice Period"). Following delivery of notice the parties shall, in good faith, make every effort to determine if another Owner-owned facility or property or any other alternative would be mutually agreeable for the relocating of the APT Facilities. If such an alternative solution is mutually agreed upon within the Notice Period, APT may relocate its Facilities to such other alternative (the "Alternate Premises") at ATP's expense with abatement of the then scheduled rent for the period that APT is off-air. The requirements of such relocation to the Alternate Premises shall be fully met within the Notice Period unless the Alternate Premises is incapable of sustaining Lessee's facilities. If the Alternate Premises is incapable of sustaining the APT Facilities prior to the termination of the Notice Period, the Notice Period shall be automatically extended until the time that the Alternate Facilities is capable of sustaining the APT Facilities. In the event that no mutually agreeable Alternate Premises is agreed upon within the Notice Period, then upon termination of the Notice Period and following written instruction from Owner, APT agrees to remove all of the APT Facilities, following which Owner may terminate this Agreement without further liability.

10. **INDEMNITY.** Owner and APT each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Project Site, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

11. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, ordinance, rule or regulation ("Hazardous Substances"). Owner shall hold APT harmless from and indemnify APT against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances on, under or around the Owner's Property or resulting from Hazardous Substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the Hazardous Substances were not generated, stored, disposed of, or transported by APT or its employees, agents or contractors. The terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

12. **CASUALTY/CONDEMNATION.** If any portion of the Owner's Property, Project Site or the APT Facilities is damaged by any casualty and such damage adversely affects APT's use of the Project Site or the APT Facilities, or

if a condemning authority takes any portion of the Owner's Property and such taking adversely affects APT's use of the Project Site or the APT Facilities, this Agreement shall terminate as of the date of the casualty or the date on which title vests in the condemning authority, as the case may be if APT gives written notice of the same within thirty (30) days after APT receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Project Site (which for APT may include, where applicable, the value of the APT Facilities, moving expenses, prepaid rent, and business dislocation and relocation damages). Sale of all or part of the Project Site to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

13. **WAIVER OF OWNER'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the APT Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

14. **QUIET ENJOYMENT.** APT, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Project Site. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Subordination, Non-Disturbance and Attornment Agreement pursuant to the terms of which APT shall not be disturbed in its possession, use and enjoyment of the Project Site. Owner shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communication services being rendered by APT from the Project Site. Except in cases of emergency, Owner shall not have access to **any equipment on** the Project Site unless accompanied by APT personnel.

15. **DEFAULT.** Except as expressly limited herein, Owner and APT shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) business days.

Upon default by Owner and upon written notice to Owner and subject to all applicable cure periods provided to Owner in this Agreement (and if no such notice and cure period is provided, following thirty (30) days written notice to Owner and opportunity to cure), in addition to any other rights and remedies available to APT at law or in equity, APT shall be entitled to cure said default and to set-off and offset any and all sums, costs, expenses, fees (including reasonable attorney's fees) and damages incurred by APT in effecting such cure against Rent and any other sums due or thereafter coming due from APT to Owner under this Agreement.

16. **MISCELLANEOUS.**

A. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and marketable title to the Owner's Property.

B. APT represents and warrants that it is duly authorized to do business in Florida and that the undersigned signatory for APT is fully authorized by APT to enter into this Agreement on behalf of APT.

C. This Agreement supersedes all prior discussions, negotiations and agreements between the parties hereto and contains all agreements and understandings between the Owner and APT regarding the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both parties. Exhibits "A" through "C" are hereby incorporated into this Agreement by reference.

D. This Agreement may be signed in counterparts by the parties hereto.

E. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and APT.

F. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G. Simultaneously herewith or on or before the Commencement Date, Owner shall execute and acknowledge and deliver to APT for recording a memorandum of this Agreement ("Memorandum") in the form of Exhibit "C". Owner hereby grants APT permission to insert the effective date of this Agreement into the Memorandum after execution of the Memorandum.

H. APT may assign this Agreement for the Project Site (in whole or in part) at any time with written notice to the Owner. No assignment or subletting shall release APT from any of the obligations arising under this Agreement.

I. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally-recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

J. This Agreement shall be construed in accordance with the laws of the State of Florida.

K. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

L. Owner and APT each represent that they have not been represented by a real estate broker or other agent in this transaction. Each party shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

M. The parties hereto warrant and represent, each to the other, that the matters of fact contained herein are true and accurate.

N. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

O. APT has the right but not the obligation from time to time to pay any taxes, judgments, liens, assessments and/or any other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually and collectively, "Liens"). In the event that APT satisfies or pays any such Liens, in whole or in part, APT shall have the right but no duty to set off and offset any and all amounts so paid against Rent and any other sums payable or to become payable pursuant to the terms of this Agreement ("Rent and Other Charges"). If APT elects to set off or offset the amounts paid by APT against Rent and Other Charges, immediately upon demand, Owner shall reimburse APT for all sums paid by APT which exceed such Rent and Other Charges. In the event that APT elects not to set off or offset the amounts paid by APT against Rent and Other Charges, immediately upon demand, Owner shall reimburse APT for all amounts paid by APT. APT's rights to satisfy or pay liens (in whole or in part) and then to set off and offset as described in this subparagraph include the right of APT to pay and set off and offset any and all attorney's fees incurred by APT in connection with making such payments and/or obtaining such full or partial satisfactions.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on this ___ day of May, 2000.

OWNER

Witnesses:

1. William S. Moore
Print Name: William S. Moore

2. Dianne Hurst
Print Name: DIANNE HURST

Address of Owner:

Dundee Town Hall-Center Street PO Box 1000
Dundee, FL 33838
Telephone No.: 863-419-3100
Facsimile No: 863-419-3105
Federal ID No.: 28-28-27-836000-015190

City of Dundee, a Florida municipal corporation,

By: Joe Garrison
Print Name: Joe Garrison
Print Title: Mayor
Date: 6-21-00

Attest: Tracy Ackroyd
Print Name: Tracy Ackroyd

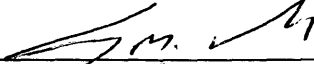
Print Title: Town Clerk
[Corporate Seal]

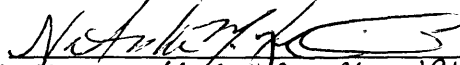
Date: 6-21-00

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APT

Witnesses:

1. 
Print Name: GERALD M. KARCH

2. 
Print Name: NATASHA M. WRIGHT

Address of APT:

APT Tampa/Orlando, Inc.
3650 - 131st Avenue, SE #200
Bellevue, WA 98006
Attn: PCS Leasing Administrator
With a copy: Attn: Legal Dept

With copy to:

APT Tampa/Orlando, Inc.
3111 W. Dr. Martin Luther King, Jr. Blvd.
Suite 400
Tampa, FL 33607-6201
Attn: Real Estate Manager

APT TAMPA/ORLANDO, INC.

By: 
Bryan Fleming

Its: Director Engineering and Operations
and Authorized Agent

Date: 5/29/00

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Exhibit "B"

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the Tenant, we certify that the Tenant identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

TENANT:

Executed this ____ day of _____, 2026.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of _____, ☐ who is personally known to me, or ☐ produced _____ as identification.

Exhibit “B”

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name:_____
My commission expires:_____