

Site ID: FL09333-A-04
 Site Name: High Springs

Lessee Site ID:
 Lessee Site Name: High Springs

AMENDMENT TO ANTENNA SITE LEASE AGREEMENT

THIS AMENDMENT TO ANTENNA SITE LEASE AGREEMENT (hereinafter "Amendment") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and between **SBA TOWERS, LLC**, a Florida limited liability company (hereinafter "Lessor") and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "Lessee").

WHEREAS, TowerCom East Coast, L.L.C., a Florida limited liability company and Lessee entered into an Antenna Site Lease Agreement dated May 28, 2002, as amended on February 16, 2010 (together, the "Agreement") pursuant to which Lessee leases a portion of the tower site located at 18516 NW 202nd Street, High Springs, FL 32643; and

WHEREAS, TowerCom East Coast, LLC and SBA Towers, Inc., a Florida corporation entered into Bill of Sale and Assignment and an Assignment and Assumption of Ground Lease dated July 25, 2006; and

WHEREAS, SBA Towers, Inc. converted to Lessor effective June 30, 2011; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. Upon the signatory acceptance by both parties, rent as referenced in **Section 4** and **Exhibit "C"** of the Agreement is hereby amended to reduce Lessee's Rent as follows:

The current monthly rent shall be reduced to Three Thousand and No/100 Dollars (\$3,000.00).

Effective as of July 28, 2022 and on each July 28th thereafter, Lessee's then current rent shall be increased by 2% of the annual rate in effect for the prior year.

The 2nd 5- year Renewal Term as set forth in **Exhibit "C"** of the Agreement is hereby deleted in its entirety and replaced with the following:

- Two (2) 3-Year Renewal Terms

1st 3 Year Renewal Term-

Lessee's Rent for the 1st Renewal Term shall be, at Lessee's sole option, either:

- (a) Payable Monthly in advance beginning 28 July 2021: \$3,000.00
- (b) Payable Annually in advance with 2% annual increases as of 28 July 2022: \$36,720.00
- (c) Payable Annually in advance with 2% annual increases as of 28 July 2023: \$37,454.40

2nd 3 Year Renewal Term-

- (a) Payable Monthly in advance with 2% annual increases beginning 28 July 2024: \$3,183.62
- (b) Payable Annually in advance with 2% annual increases as of 28 July 2025: \$38,967.56
- (c) Payable Annually in advance with 2% annual increases as of 28 July 2026: \$39,746.91

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2. **Paragraph 24** of the Agreement is hereby amended to reflect Lessor's current notice and rental payment addresses and Lessee's notice addresses as follows:

LESSOR'S NOTICE ADDRESS:

SBA Towers, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: FL09333-A-04 / High Springs

PAYMENT ADDRESS:

SBA Towers, LLC
P.O. Box 945752
Atlanta, GA 30394-5752
Attn: Accounts Receivable
RE: FL09333-A-04 / High Springs

County:
Alachua County Fire Rescue
911 SE 5th St
Gainesville, FL, 32601

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

3. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

4. **Paragraph #34** of the Agreement, Electronic Signatures, is added as follows:

Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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5. **Section #35** of the Agreement, U.S. Department of Homeland Security E-Verify System, is added as follows:

The Lessor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Lessor during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

The Lessor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

6. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Leased Premises are located without regard to principles of conflicts of law.

7. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

8. This Amendment shall be effective as of the date last executed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Antenna Site Lease Agreement as of the date and year first above written.

Signed and acknowledged in
 the presence of:

LESSOR: SBA TOWERS, LLC,
 a Florida limited liability company

 Print Name: _____

 Name: _____
 Title: _____
 Date: _____

 Print Name: _____

Signed and acknowledged in the
 presence of:

LESSEE: ALACHUA COUNTY,
 a charter county and political
 subdivision of the State of Florida,
 by and through its Board of County
 Commissioners

Print Name: J.J. "Jess" Irby, Esq., Clerk

 Name: Ken Cornell
 Title: Chair, Board of County Commissioners

 Print Name: _____

Date: _____

Approved as to Form

Robert C. Swain

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 Alachua County
 Attorney