

LEASE AGREEMENT FOR TOWER SPACE BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS AND SUMTER COMMUNICATIONS, INC.

This Tower Space Lease Agreement (“Agreement”) is hereby made and entered into this ____ day of December, 2011, by and between Sumter Communications, Inc., P.O. Box 1227, Dade City, Florida, 33526 (hereinafter “Lessor”) and the Sumter County Board of County Commissioners, a political subdivision of the State of Florida, 7375 Powell Road, Wildwood, Florida, 34785 (hereinafter “Lessee”).

WITNESSETH:

WHEREAS, Lessee has certain communication equipment which requires specialized placement; and,

WHEREAS, Lessor owns, operates or maintains certain communication tower equipment which is suitable for the placement of Lessee’s equipment; and,

WHEREAS, Lessee wishes to lease space on Lessor’s communications tower; and,

WHEREAS, the Sumter County Board of County Commissioners (Lessee) after a properly noticed public hearing scheduled to consider the terms and conditions of this Agreement, has determined that that it is in the best interest of furthering the general health, safety and welfare of it’s citizens to place or secure its communication equipment onto the communications tower identified herein, which is owned, operated or maintained by Lessor

NOW, THEREFORE, for and in consideration of the above Whereas clauses, which are incorporated herein, *in haec verba*, together with the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases the below described premises to Lessee subject to the following terms and conditions:

ARTICLE ONE

LEASE OF TOWER SPACE

Section 1.01. Lessor demises and leases to Lessee, and Lessee leases from Lessor, that portion of the space on the Lessee’s communication tower and equipment building on which the Lessee has placed a National Weather Radio System (“NWRS”). Specifically, Lessor leases to the Lessee that certain portion of property consisting of (a)

a ground area space of approximately thirty-six (36) square feet on the property adjacent to Lessor's communication tower, or comparable space in the on-site equipment building; and (b) that portion of space on the tower currently containing Lessee's NWRS.

Lessor's communication tower is situated on the following real property located in Sumter County, more particularly described as follows:

Site Address: Eastside of U.S. 301 and 0.5 miles north of State Road 470, Sumterville, Florida, 33585.

Latitude 28° 45' 50.0" N; Longitude: 082° 03' 35.0" W

ARTICLE TWO

TERM

Section 2.01. Subject to the covenants and conditions herein contained, Lessee shall have and hold the (a) ground area space or comparable space in the on-site equipment building space; and (b) tower space, for a term of five (5) years, commencing on January 1, 2012.

ARTICLE THREE

RENT

Section 3.01. Within thirty (30) days of the date of commencement of this Agreement, Lessee agrees to pay Lessor rent in the amount of \$508.12, plus any power consumption charges attributable to Lessee. Thereafter, Lessor will schedule monthly payments to be made by Lessee in the amount of \$508.12, plus power consumption charges attributable to Lessee for every month thereafter. Lessor reserves the right to increase such rent, beginning in the second year of this lease by three percent (3%) each year during the term of this Agreement. The Lessor may increase the power consumption rates charged to Lessee in an amount equal to the applicable utility authority's increases.

ARTICLE FOUR

ACCESS FOR UTILITIES

Section 4.01. Lessee shall have full access to the communication tower transmitter and accessories for the purpose of operating and maintaining its NWRS.

ARTICLE FIVE

TERMINATION PROVISIONS

Section 5.01. The Parties shall have the right to terminate this Agreement, with or without cause, by providing at least ninety (90) days written notice of such intent to terminate to the other party, prior to the intended date of termination. The notice shall be deemed effective when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the other Party at the mailing address identified in Section 6.02 of this Agreement. Prior to the intended termination date identified in a notice to terminate this Agreement, Lessee shall remove all transmitters, antennas, feed lines and accessories from the communication tower, the equipment building and/or the tower grounds, at its sole expense.

ARTICLE SIX

MISCELLANEOUS

Section 6.01. ENTIRE AGREEMENT. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated, except by an instrument in writing, signed by the each of the Parties. This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

Section 6.02. NOTICES. All notices, consents, or other communications required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by public or private express mail or by U.S. Certified Mail, return receipt requested, postage prepaid, to the other party as the following addresses:

If to Lessor: Sumter Communications, Inc.

Attn: Wesley Stubbs
P.O. Box 1227
Dade City, Florida 33526-1227

If to Lessee: Sumter County Board of County Commissioners
Attn: Bradley Arnold, County Administrator
7375 Powell Road
Wildwood, Florida 34785

Or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

Section 6.03. VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties hereto agree that venue for any dispute arising from this Agreement shall lie exclusively in Sumter County, Florida. Furthermore, the Parties

acknowledge and agree that the prevailing party in any such litigation shall be entitled to recover their reasonable costs and attorney's fees.

Section 6.04. FULL AUTHORITY Each party and signatory hereto declares that it/he/she has the full authority to enter into this agreement. The Lessor covenants that it has owns the communication tower and surrounding property described herein, and that there is no prohibition existing in any title or deed restriction, agreement, ordinance or other law which would prevent this lease, the purpose of this lease, or the activities intended thereon.

Section 6.05. LEASE TO RUN WITH LAND: Sale or other disposition of the communication tower, the adjacent property leased by Lessee, or the equipment building shall not invalidate or effect this lease.

Section 6.07. UNAUTHORIZED USE: Lessee shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this lease or reasonably related thereto.

Section 6.08. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of either party, or to affect, limit or reduce the protection afforded the Lessee under the provisions of Chapters §375.251 and §768.28, F.S.

Section 6.09. INDEMNITY: Except as prohibited by law, the Lessor shall indemnify and hold the Lessee harmless, from and against all cost, judgments, attorney's fees, expenses, obligations and liabilities of any kind and nature which the Lessee may incur or sustain in connection with or arising from this Agreement or any court actions arising hereunder and which are generally or substantially the responsibility of the Lessor. In addition, the Lessor hereby agrees to be responsible for any personal injury or property damage resulting from any activities conducted upon the leased premises directly or indirectly associated with this Agreement

Section 6.10. JURY TRIAL WAIVER: The parties hereto, for the considerations contained herein, expressly waive the right of jury trial in any legal or equitable matters stemming from any dispute under this Agreement.

Section 6.11. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

Section 6.12. SEVERABILITY: Any section of this Agreement which is later determined to be invalid or unenforceable, shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement, effective the _____ day of _____, 2011.

**BOARD OF COUNTY COMMISSIONERS
SUMTERCOUNTY, FLORIDA**

By: _____
Chairman/Vice-Chairman

Sumter County Clerk of Court

REVIEWED AS TO FORM

George G. Angeliadis, COUNTY ATTORNEY

SUMTER COMMUNICATIONS, Inc.

By: _____

Print: _____

Title: _____