TOWN COMMISSION MEETING AGENDA
TOWN OF LADY LAKE, FLORIDA
AUGUST 3, 2026

Commission Chambers
409 Fennell Blvd., Lady Lake, FL 32159
6:00 PM

PROCEDURE

If you wish to address the Town Commission on any item on the agenda or comment on something not on the agenda you must fill out a Speaker Card and turn it in to the Town Clerk before the agenda item. Speakers will be limited to three minutes. Persons interested in speaking on an item not on the agenda may be heard under “PUBLIC COMMENTS.” Citizen groups are asked to name a spokesperson. Upon being recognized, please approach the dais, state your name and address, and speak clearly into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and silence your electronic devices.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION** - Led by Rev. Kristina Spaude — Tri-County UUS

4. **PLEDGE OF ALLEGIANCE**

5. **ANNOUNCEMENT** - Announcement of Qualifying Period from 12 noon on August 10, 2026, to 12 noon on August 14, 2026, for the Office of Town Commissioner for Wards One, Three, and Five, for the General Election on November 3, 2026. (Mayor Freeman)

6. **PRESENTATION**

   a. Proclamation — International Clown Week

7. **CONSENT - (PUBLIC COMMENT TAKEN)**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one Motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.

- **a.** **Town Clerk** — Town Commission Minutes — Approval of the Town Commission Meeting Minutes July 20, 2026. (Kathy Rosado)
- **b.** **Library Services** — Consideration to approve the Fifth Amendment to the Interlocal Agreement Between Lake County, FL and the Town of Lady Lake Relating to the Provision of Library Services. (Aly Herman)
- **c.** **Police Department —** Consideration of **r**enewal of Agreement for Law Enforcement Dispatch Services for an additional 3-year term. (Chief Hunt)

8. PUBLIC HEARINGS & QUASI–JUDICIAL HEARINGS (PUBLIC COMMENT TAKEN) - NONE

9. NEW BUSINESS – (PUBLIC COMMENT TAKEN)

- **a.** **Code Enforcement —** Consideration of Reduction of Liens for Code Enforcement Case 25-001533 and Case 25-003227; a request to reduce three liens totaling $49,050 for property located at 702 Summit Street, Lady Lake, Florida. (Denise Williams)
- **b.** **Finance —** Discussion and consensus on the tentative millage rate and set proposed dates, times, and place for the first public hearing for the tentative millage rate and budget, and for the second hearing for the final millage rate and budget. (Joella LeDonne)
- **c.** **Human Resources —** FY 2026-2027 Benefits (Medical, Dental, Vision, Life Insurance, Long -Term Disability, Short-Term Disability, Accident Coverage, Critical Illness, and Hospital Indemnity Coverage. (Tamika DeLee)
- **d.** **Information Technology –** Consideration of Approval to Enter into Master Marketing, Option and Lease Agreement with SQF, LLC (dba Verta Wireless) to Lease Specific Town Properties to Wireless Service Providers to Construct and Operate Wireless Communication Facilities. (John Pearl)
- **e.** **Town Clerk's Office —** Resolution 2026-104 — Declaring Qualifying Dates for the Office of Town Commissioner for Wards One, Three, and Five for the November 03, 2026, General Election; and Authorization to Request that the Lake County Supervisor of Elections Conduct the Election. (Kathleen Rosado)

10. MAYOR AND COMMISSIONER'S REPORTS

11. TOWN MANAGER'S REPORT

12. TOWN ATTORNEY'S REPORT

13. PUBLIC COMMENTS

This section is reserved for members of the public to bring up concerns or comments on any matter. The time limit for such comments is (3) minutes and only those members of the public who submitted a request to speak to the Clerk in writing on the Town's approved form will be permitted to speak. Please be courteous and respectful of the views of others. Personal attacks on the Town Commission, Town Staff, or members of the public are not allowed.

14. ADJOURN

NOTICES: Pursuant to Section 286.0105, Florida Statutes, If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he/she may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) One or more members of any other Town Board or Committee may be in attendance at this meeting but will not be conducting business.

In accordance with the Americans with Disabilities Act (ADA), persons with disabilities who need accommodation to participate in this meeting should contact the Town Clerk's Office, 409 Fennell Boulevard, Lady Lake, FL 32159, telephone (352) 751-1501, or email clerk@ladylake.org no later than 4 days before the meeting. If you are using a TDD/TTY, you may contact us through the free Florida Relay Service at 711. This meeting is being held in a handicapped accessible location. If you require assistive listening, the Chamber is equipped to stream live audio using your own device (a personal smartphone connected to your own headset, earbuds, hearing aid or cochlear implant, or a Town loaner headset)."

Please contact the Town Clerk's Office with any questions at 352-751-1501. This meeting is being conducted in a handicapped accessible location. Any handicapped person requiring special accommodation or an interpreter for the hearing or visually impaired should contact the Clerk's Office at least two days prior to the meeting. To access a Telecommunication Device for Deaf Persons (TDD), please call 352-751- 1565.

PROCLAMATION

WHEREAS, whoever has heard the laughter of a child or seen sudden delight on the face of a lonely old man has understood in those brief moments mysteries deeper than love. All are indebted to those who bring such moments of quiet splendor – who redeem sickness and pain with joy and give a part of themselves; and

WHEREAS, today, as always, clowns and the spirit they represent are as vital to the maintenance of our humanity as are the builders and the growers; and

WHEREAS, Clown Alley #179 was formed in 1985 and has over 100 members; and

WHEREAS, it is important that all citizens know and understand the responsibilities of Clown Alley #179 to meet the challenge:

- To bring happiness and a smile to everyone they meet
- To learn to be the best clown they can and never stop learning their craft.
- Understand that laughter can be contagious.
- Heighten awareness of the positive effects of laughter.
- Make positive contributions by performing at schools, hospitals and care giving facilities.
- Bring out the laughter in children of all ages.
- Show that laughter is a form of good exercise.
- Show that a smile is more healthful than a frown.

The clown follows a tradition as old as men's need to touch gently the lives of his fellowman and give part of themselves. In the folklore of the world is the persistent claim that the heart of a clown is sad because the clown leaves happiness where he goes and takes misery away with him. I urge the people of Lady Lake to recognize the contributions made by clowns in their entertainment. Surely the laugh-makers are blessed; they heal the heart of the world.

NOW, THEREFORE, BE IT PROCLAIMED by Ed Freeman, Mayor of the Town of Lady Lake, that **August 1st through August 7th, 2026,** is

"INTERNATIONAL CLOWN WEEK"

and urge all citizens of Lady Lake to give full support of the efforts towards the mission of Clown Alley #179 to lift the spirits and boost the morale of people everywhere.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Lady Lake to be affixed this 3rd day of **August 2026**.

Town of Lady Lake

____

Ed Freeman, Mayor

Attest:

____

Kathleen Rosado, Town Clerk

MINUTES OF THE TOWN COMMISSION MEETING
TOWN OF LADY LAKE, FLORIDA

July 20, 2026

The regular meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with Mayor Freeman presiding. The meeting convened at 6:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

Commissioner (Ward)	Present
Regan (Four)	YES
McLea (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

STAFF PRESENT

Bill Lawrence, Town Manager; Kathy Rosado, Town Clerk; Thad Carroll, Growth Management Director; Police Chief Steve Hunt, Lady Lake Police Department; Deputy Chief Jason Brough, Lady Lake Police Department; Lt. Allen Green, Lady Lake Police Department; C.T. Eagle, Public Works Director; Mike Burske, Parks and Recreation Director; John Pearl, I.T. Director; Joella LeDonne, Finance Director; Brandi Carson, Assistant Finance Director; Tamika DeLee, Human Resources Director; Rodolpho Gutierrez, Staff Assistant to Town Clerk; and Carol Osborne, Deputy Town Clerk.

Town Attorney Taylor Tremel was also in attendance.

3. INVOCATION

Led by Reverend Debbie Casanzio – Lady Lake United Methodist Church.

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

There were no presentations.

6. CONSENT — (Public Comment Taken)

a. **Town Clerk's Office** — Approval of the Commission Special Conceptual Workshop Minutes — July 6, 2026. (Kathy Rosado)

b. **Town Clerk's Office** — Approval of the Commission Special Conceptual Workshop Minutes — July 6, 2026. (Kathy Rosado)

Upon a motion by Commissioner McLea and seconded by Commissioner Sage, the Commission approved the Consent Agenda as presented. Motion carried 5-0.

6. NEW BUSINESS

a. **Finance** — Consideration of Approval to Award Requests for Proposal (RFP) 2026-0002 for Auditing Services to Mauldin & Jenkins. (Joella LeDonne)

Finance Director Joella LeDonne stated that the Town issued RFP 2026-0002 to solicit qualified firms to provide auditing services on March 31, 2026. The RFP closed on June 30, 2026, at 2 pm, with three proposals received by the submission deadline. The selection committee completed its proposal review and evaluation based on established criteria, including experience, qualifications, proposed approach, and cost.

Staff recommends awarding RFP 2026-0002 for professional auditing services to Mauldin & Jenkins.

Following a comprehensive evaluation process, Mauldin & Jenkins was determined to demonstrate strong qualifications, relevant experience, and a competitive cost proposal. Their proposal included free unlimited correspondence, free periodic continuing education for the Finance department, no hidden costs, and a specific audit approach. She stated that this firm is located in Bradenton, Florida.

Commissioner Roberts inquired how many people were on the selection committee.

Ms. LeDonne stated the selection committee comprised of five members, C.T. Eagle, PW Director, Mike Burske, Parks & Recreation Director, Kathy Rosado, Town Clerk, Thad Carroll, Growth Management Director; and herself.

Commissioner Roberts stated for the record that she emailed Ms. LeDonne verifying that this budgeted line item is divided amongst three departments.

Ms. LeDonne replied affirmatively, 50% is paid from the finance budget, 25% is paid from the water budget, and 25% is paid from the sewer budget.

Upon a motion by Commissioner Roberts and seconded by Commissioner McLea, the Commission approved the bid award RFP 2026-0002 to Mauldin & Jenkins for Auditing Services, by the following roll call vote:

Commissioner (Ward)	Vote
Regan (Four)	**YES**
McLea (Two)	**YES**
Roberts (One)	**YES**
Sage (Five)	**YES**
Freeman (Three)	**YES**

Motion passed by a vote of 5-0.

b. Information Technology and Public Works — Consideration of Approval to Enter into Master Marketing, Option and Lease Agreement with SQF, LLC (dba Verta Wireless) to Lease Specific Town Properties to Wireless Service Providers to Construct and Operate Wireless Communication Facilities. (John Pearl)

I.T. Director John Pearl stated that at the January 21, 2026, Commission Workshop, staff met with the Commission to discuss funding the future without property taxes. During this discussion, the Town Manager stated staff would bring ideas for alternative revenue generation to this Commission for consideration in the future.

On February 13, 2026, staff received an unsolicited email from Billy Patterson, Finance and Site Acquisition Consultant of Verta Wireless, stating that they had identified several possible wireless tower locations on Town property that had the potential to improve the current wireless service for our community and provide a new, continuing revenue opportunity for the Town.

Town staff have since met with Verta Wireless staff on multiple occasions to understand their proposal, to review agreement language and potential site locations.

The following agreement details are highlighted below:

- Verta Wireless will have the exclusive right to market and lease each approved property to wireless service providers for a maximum of ten years. Structured as an initial five-year term, with the option of five consecutive one-year extensions.
- Verta Wireless must obtain Commission approval for each tower construction project.
- The total lease agreement term for each property will be a maximum of forty years. The initial five-year term, with the option of seven additional five-year terms.
- Thirteen properties are included in the proposed agreement.

- Properties may be added or removed upon mutual consent of Verta Wireless and the Town.
- The property to be leased at each site will measure approximately 2,500 square feet.
- The proposed towers will be monopole style and will not exceed 199 feet tall.
- Each tower can accommodate a maximum of four wireless service provider tenants.
- The Town may install and operate its own communications equipment on the constructed towers for municipal purposes without charge.
- The Town will receive $5,000 from Verta Wireless upon entering into this agreement.
- The Town will receive a $10,000 incentive payment per tower, payable upon completion of construction.
- Verta Wireless will pay the Town thirty percent of the monthly gross rental revenues collected from all carrier leases.
- Verta Wireless has agreed to commence construction of at least one approved communications facility within three years of the effective date, subject to conditions within Verta's control.
- Verta Wireless has agreed to provide an annual audited report for each tower site.
- The proposed agreement has been reviewed by the Town Attorney.
- Verta Wireless representatives are available remotely via Teams to answer your questions.

Commissioner Roberts verified with Mr. Pearl that there would be one tower on each of the potential 13 sites.

Mayor Freeman stated inquired to the proximity of cell towers near Guava Street.

Colin Hanley – Verta Wireless, via Teams

Mr. Rolander explained that the carriers are using frequencies that do not propagate as far as they used to, especially in high-density population areas. The carriers are offered additional options to be able to develop new infrastructure and decide if they want to install a tower on a particular site.

Commissioner Regan asked Mr. Pearl if the first tower would be operational in three years. He inquired why the vendor decided on a total of 13 cell towers.

Mr. Pearl clarified that they committed to begin the project within three years.

Mr. Hanley stated that each time a carrier expresses interest in developing a site, they compile the information and submit it to the town officials for final approval. He explained that the reason they located 13 sites was that they could utilize a different location if the commissioners rejected a tower close to the initial site to still build the tower. He stated this allows for better coverage and a financial benefit. He stated that they cross-compare these sites with normal coverage metric from AT&T, T-Mobile, Verizon, and regional carriers. These properties were reviewed with Town staff. Because of their size, they have the best potential for development and meet coverage goals.

Mr. Pearl verified with Mr. Rolander that they do not intend to build 13 tower sites.

Mr. Roland replied affirmatively, adding that when a site is approved, the neighboring potential site are eliminated from additional tower development.

Commissioner McLea confirmed that four carriers would be on one tower before constructing another tower. Would one carrier not allow another carrier on the same tower?

Mr. Hanley clarified that this would be the case if one tower is close enough and it can address the same coverage gap as a second tower would. He stated that two towers may be required at the north and south ends of town. He stated that this does not change the financial impact and the town would still receive 30% if one or two towers are constructed.

Mr. Hanley stated that the carriers do not have issues sharing the same tower, provided it meets their coverage criteria. He stated that monthly tower rental rates range from approximately $1600 per carrier to approximately $2400 per carrier. He stated that it is dependent on how much the carrier is willing to spend and the carrier’s need to be in the town. He stated that because the carriers have not previously had access to municipal properties, they would negotiate higher rental rates.

Mayor Freeman inquired as to the height of these towers compared to the town’s water tower.

Mr. Pearl stated that the towers average 150 – 170 feet tall, and cannot exceed 199 feet in height.

Public Works Director C.T. Eagle stated the water tower is 125 feet tall.

Commissioner Sage stated that the town is not benefiting financially. He stated that the tower by WAWA is very big and the generator is loud when the power goes out, and is not a good fit for a quiet area.

John Rolander, Verta Wireless

Mr. Rolander stated that the revenue model was built at 50% capacity for each tower, and they deliberately forecasted carrier rents at 80% of the current regional averages. He explained that each tower at 50% capacity will generate approximately $550,000 - $600,000 over a 30 year period. The revenue stream is fully pledged against debt service, is unencumbered in any way, and Verta pays for all the maintenance, including fencing and landscaping around the towers.

Mr. Rolander reiterated that the town can reject a proposed location; Verta pays all expenses, and the town has the right to reject any proposed location.

Commissioner Regan inquired if other carriers are considering installing their own towers directly without working with Verta.

Mr. Rolander stated that Verta Wireless is currently constructing towers in Florida for all three carriers. He stated that the carriers are familiar with Verta's master marketing strategy and how they structure the public and private partnerships with communities. They have requested that Verta focus on Lake County and Polk County because they have a lot of unmet needs for coverage in these communities, which is the reason Verta contacted Lady Lake.

Town Attorney Taylor Tremel requested that the Verta representative identify in the agreement the verbiage permitting the town the ability to reject construction on any proposed site.

Mr. Hanley stated revisions can be made when the site plan is submitted to the town. He stated if the plans are not approved, construction would be done on that site, and an alternative site would be proposed. This is the purpose of proposing several sites in a location.

Mr. Rolander stated a site lease for a particular parcel cannot be registered with Lake County if there is no agreement.

Attorney Tremel clarified that the language in the agreement suggests that the town may reject a site plan, provide detailed feedback describing the necessary changes, and those changes must be approved. He stated that there is no absolute language in the agreement that provides the town the ability to reject.

Billy Patterson – Verta representative

Mr. Patterson clarified the agreement states that the town may schedule a meeting to discuss the development of the site, and provide preliminary approval if acceptable to the town.

The agreement was reviewed by the town's attorney. The agreement could be approved contingent upon amending the agreement with concise language.

Commissioner Roberts stated that she is in favor of the agreement provided the verbiage is amended and acceptable with the town attorney. She acknowledged that this is an alternative revenue source for the town.

Commissioner Sage requested a report with projected revenue from one or more towers. He stated that the revenue should be much greater than the proposed revenue in the agreement.

Upon a motion by Commissioner Roberts and seconded by Commissioner McLea, the Commission approved tabling this item to the August 3, 2026, Town Commission meeting, by the following roll call vote:

Commissioner (Ward)	Vote
Regan (Four)	YES
McLea (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 5-0

c. **Public Works — Consideration of approval to begin property acquisition negotiations with property owners related to the upcoming Wastewater Treatment Expansion Project. (C.T. Eagle)**

Public Works Director C.T. Eagle stated that staff is seeking authorization to begin property acquisition search and negotiations with interested property owners. The recently adopted Wastewater System Master Plan identified the need for an additional 40 acres of Rapid Infiltration Basins (RIBs) to accommodate the effluent disposal for the proposed 3 MGD Water Reclamation Facility. Attached to this agenda item is a map and a list of potential properties that may be suited to the proposed RIB sites. The listed property owners, including the Lake County School Board, have shown interest in potentially selling. As the search progresses, other properties may be identified as suitable sites and may be included in discussions and negotiations. Once all the due diligence is performed before the purchase, including environmental assessments, geotechnical soil testing, and price negotiations, staff will bring the final contracts back to the Town Commission for final approval.

Commissioner McLea inquired if the basins emit an odor.

Mr. Eagle replied negatively, adding that the liquid is treated effluent, similar to potable water.

Commissioner Regan inquired how many acres are required for this project and asked if it is better to have the properties close together.

Mr. Eagle stated approximately 60-80 acres are needed to accommodate the 40 acres required for the RIBS. The engineer will design the layout. He stated that these potential properties are located near the public works facility, where the infrastructure is already in place.

Mayor inquired how often the RIBS are utilized.

Mr. Eagle stated that it depends on the weather. They do not get used frequently during the drier times because the liquid is sent out for reuse. The liquid is discharged during the rainy season, and it is shared with The Villages.

Upon a motion by Commissioner McLea and seconded by Commissioner Regan, the Commission authorized the Public Works Director to begin property acquisition negotiations with property owners related to the upcoming Wastewater Treatment Expansion Project, by the following roll call vote:

Commissioner (Ward)	Vote
Regan (Four)	YES
McLea (Two)	YES
Roberts (One)	YES
Sage (Five)	YES
Freeman (Three)	YES

Motion passed by a vote of 5-0.

d. Town Attorney — Consideration of Approval of the First Amendment to Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement. (Taylor Tremel)

Town Attorney Taylor Tremel stated that with the expiration date of September 8, 2026, approaching, the City of Fruitland Park resumed discussions in 2024 regarding an amended agreement. The City of Fruitland Park had not yet begun any construction or design, for that matter, of a treatment facility of its own to treat its current and projected flows. Given that completion of their own plant could not occur before the expiration of the current agreement, an amendment was sought from the City of Fruitland Park to extend the term of the current agreement.

On Monday, July 21, 2025, following several discussions, the Town Commission voted to extend the expiration date from September 8, 2026, to September 8, 2028. As part of granting the extension, the Town Commission gave direction to draft an amended agreement with performance conditions, or benchmarks, to ensure that the City of Fruitland Park would continue to advance with their own processes to ultimately have their own wastewater treatment system, independent of the Town of Lady Lake.

The amended agreement, which has been proposed for your consideration and adoption, includes a maximum allocation of 150,000 gpd. The vast reduction of allocated capacity is necessary for the Town of Lady Lake to provide capacity for its own vested development that has already been approved, although the Town of Lady Lake is also underway with its own wastewater treatment expansion project to provide additional treatment capacity. The City of Fruitland Park's current wastewater flow is 80,000 gpd.

The term of the amended agreement is from the date of execution until September 1, 2030, unless earlier terminated or extended by mutual written agreement. Flow rates and charges will be reviewed and adjusted annually during the term of the agreement.

Town Manager Bill Lawrence stated that the city manager from the City of Fruitland Park sent an email informing him that the City has made significant progress towards the construction of their wastewater treatment plant.

Commissioner Roberts inquired whether the timelines are developed within the normal timeframes that the City of Fruitland Park can easily fulfill and that they are not set up for failure.

Mr. Lawrence replied affirmatively.

Bob Wille, 843 Berryhill Circle, Fruitland Park

Mr. Wille expressed his concerns regarding how the City of Fruitland Park neglected to address this issue.

Upon a motion by Commissioner Roberts and seconded by Commissioner Regan, the Commission approved the First Amendment to the Amended and Restated Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with the City of Fruitland Park, by the following roll call vote:

Commissioner (Ward)	Vote
Regan (Four)	**YES**
McLea (Two)	**YES**
Roberts (One)	**YES**
Sage (Five)	**YES**
Freeman (Three)	**YES**

Motion passed by a vote of 5-0.

7. MAYOR AND COMMISSIONER'S REPORT

Commissioner Roberts stated that she met with the Library Director and the IT Director, and she commended them for informing her of the issues.

Commissioner Sage expressed his displeasure with the brightness of the signs at the new Walmart on County Road 466.

Mayor Freeman stated that he attended the Florida League of Mayors meeting at Cape Canaveral.

Mayor Freeman stated that he is the president of the Heartland League of Cities and he spoke at the Lake County Board of County Commissioners meeting. He urged them to postpone discussing their new comprehensive plan until after the November election. He stated that request was received favorably.

Commissioner McLea stated that on August 7, she will attend a Back to School event on behalf of the Town. This event is a celebration of the teacher in the Lake County district.

8. TOWN MANAGER'S REPORT

Town Manager Bill Lawrence acknowledged Growth Management Director Thad Carroll who filled in for him while he was on vacation.

The Budget Workshop is Tuesday, July 21 at 1 p.m.

9. TOWN ATTORNEY'S REPORT

Attorney Tremel stated the Grand Oaks hearing has been rescheduled to September.

10. PUBLIC COMMENTS

Debbie Hobbs

Ms. Hobbs expressed her thoughts on how similar lessons are taught by other religions.

Roberta Ricciadri

Ms. Ricciadri expressed her thoughts regarding DEI initiatives and policies, and quoted Bible verses.

Gary Conyers

Mr. Conyers requested canceling the Book Page subscription available at the library.

Laura Conyers

Ms. Conyers requested canceling the Book Page subscription available at the library, and honoring Charlie Kirk Day.

Gail Carlins

Ms. Carlins expressed her thoughts regarding certain books she feels should not be available at the library.

John Labriola, Christian Family Coalition

Mr. Labriola requested canceling the Book Page subscription available at the library, honoring Charlie Kirk Day.

Jason Accurso

Mr. Accurso expressed his thoughts regarding discussing municipality issues.

Paul Harsh, Lady Lake Baptist Church

Mr. Harsh stated that he will not stop expressing his opinion regarding homosexuality.

11. ADJOURN

There being no further business to discuss, the meeting adjourned at 7:18 p.m.

____
Kathleen Rosado, Town Clerk

____
Ed Freeman, Mayor

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Library Services — Consideration to approve the Fifth Amendment to the Interlocal Agreement Between Lake County, FL and the Town of Lady Lake Relating to the Provision of Library Services. (Aly Herman)

AGENDA ITEM ID

2026-222

DEPARTMENT

Library

SUMMARY

The original Interlocal Agreement with Lake County was approved and executed in 2019. Per the Office of Library Services Director Tammy Parrott, the proposed Interlocal Agreement between Lake County and the Town of Lady Lake relating to the Provision of Library Services is being renewed for the period from October 1, 2026, through September 30, 2027. The County will also allocate a base amount of thirty thousand dollars ($30,000) to assist with funding of programs and services at its participating library.

STAFF RECOMMENDATION

Approval of an amendment to the Interlocal Agreement between Lake County and the Town of Lady Lake relating to the provision of Library Services

FISCAL IMPACT

None

FUNDING SOURCE

N/A

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Police Department — Consideration of **r**enewal of Agreement for Law Enforcement Dispatch Services for an additional 3-year term. (Chief Hunt)

AGENDA ITEM ID

2026-226

DEPARTMENT

Police

SUMMARY

The Town of Lady Lake contracts the Lake County Sheriff's Office for law enforcement dispatch services. This agreement will be for a 3-year renewal period commencing on October 01, 2026, and terminating on September 30, 2029. The Town will pay the Sheriff an annual sum of $203,736 for the services of the dispatchers provided pursuant to the agreement.

This amount is based on the Florida Legislature's Office of Economic and Demographic Research stated population for the Town in 2025, of 16,978, at $12 per person. The amount of compensation owed under the contract will be automatically adjusted on October 1 of each year. The amount of the automatic adjustment will be based on the Florida Legislature's Office of Economic and Demographic Research's published population estimate for the Town on April 1 of the corresponding year, times $12 per person.

STAFF RECOMMENDATION

Staff recommends approval of the renewal for Law Enforcement Dispatch Services

FISCAL IMPACT

$203,736

FUNDING SOURCE

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Code Enforcement — Consideration of Reduction of Liens for Code Enforcement Case 25-001533 and Case 25-003227; a request to reduce three liens totaling $49,050 for property located at 702 Summit Street, Lady Lake, Florida. (Denise Williams)

AGENDA ITEM ID

2026-220

DEPARTMENT

Growth Management

SUMMARY

The subject property, located at 702 Summit Street within the Skyline Hills subdivision, was the subject of two Code Enforcement cases involving multiple violations of the Town of Lady Lake Code of Ordinances and Land Development Regulations.

Case No. 25-001533 was initiated on May 15, 2025, under the ownership of Gulf Stream LLC. After the property failed to comply with an Order of Enforcement issued by the Special Magistrate on September 25, 2025, administrative fees and two daily fines were imposed. Due to continued noncompliance, an Order of Fine Hearing was held on October 23, 2025, ultimately resulting in a lien being recorded on December 15, 2025.

Case No. 25-003227 was opened on December 11, 2025, under the ownership of 702 Summit Land Trust for additional violations. After the property failed to comply with an Order of Enforcement issued by the Special Magistrate on January 22, 2026, administrative fees and daily fines were imposed. Due to continued noncompliance, an Order of Fine Hearing was held on February 26, 2026, ultimately resulting in another lien being recorded on April 2, 2026.

The property was purchased by Fernando Calderon on April 3, 2026. Upon acquiring the property, Mr. Calderon contacted the Town, was provided information regarding both outstanding liens, and immediately began correcting the violations. He paid all administrative and recording fees on May 19, 2026, and the property was brought into full compliance on June 4, 2026. On that same date, Mr. Calderon submitted a written request for lien reduction.

At the June 25, 2026, Reduction of Lien Hearing, the Special Magistrate reviewed both cases. The accrued fines totaled $49,050.00 ($43,050.00 for Case No. 25-001533 and $6,000.00 for Case No. 25-003227). Based on the new owner's good-faith efforts to resolve the violations after acquiring the property, the Special Magistrate recommended reducing each lien to $250.00, for a combined total of $500.00, contingent upon approval by the Town Commission. The Special Magistrate also ordered that the reduced lien amount be paid by September 17, 2026.

Following the hearing, the mobile home on the property was removed. Mr. Calderon later advised the Town that the removal was the result of a court-ordered repossession by the bank stemming from legal proceedings involving the previous owners, of which he was unaware at the time of purchase.

STAFF RECOMMENDATION

Staff recommends approval of the Reduction of Lien, reducing the lien in Case No. 25-001533 to $250.00 and the lien in Case No. 25-003227 to $250.00, for a combined total of $500.00.

FISCAL IMPACT

No impact on existing Town funds. Approval of the lien reduction will result in $48,550.00 in unrealized revenue.

FUNDING SOURCE

None.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Finance — Discussion and consensus on the tentative millage rate and set proposed dates, times, and place for the first public hearing for the tentative millage rate and budget, and for the second hearing for the final millage rate and budget. (Joella LeDonne)

AGENDA ITEM ID

2026-221

DEPARTMENT

Finance

SUMMARY

To set the tentative millage rate of 3.6510 mills for the Fiscal Year 2026-2027, and set the date, time, and place of the first public hearing for the tentative millage rate on Wednesday, September 9, 2026, at 6 p.m., in the Commission Chambers. To set the date, time, and place for the second public hearing for adopting the final millage rate and budget on Monday, September 21, 2026, at 6 p.m., in the Commission Chambers.

The proposed millage rate for Fiscal Year 2026-2027 must be submitted to the property appraiser on Monday, August 3, 2026, along with the date, time, and place of the tentative millage and budget hearings. The proposed tentative millage rate approved can be increased or decreased on September 9, 2026. However, on September 21, 2026, at the final public hearing, the tentative millage rate can be decreased but not increased. The current year's roll-back rate is 3.5064 mills. The proposed budget is based on 3.6510 mills, which is an increase of 4.12% on the current roll-back rate. Any millage rates up to 3.5064 would require at least three affirmative votes of the total Town Commission. A rate of 3.8570 mills would require a two-thirds vote or four affirmative votes of the Town. These votes are based on the total membership of the Town Commission rather than the membership present at the meeting.

The Town's two public hearings cannot conflict with Lake County or Lake County School Board public hearings. The tentative dates for Lake County are September 8, 2026, and September 22, 2026. The Lake County School Board met on July 27, 2026, and is scheduled to meet again on September 14, 2026. The hearings cannot start before 5 p.m.

STAFF RECOMMENDATION

Recommend approval of the dates, times, and place for the tentative and final millage rate.

FISCAL IMPACT

Millage/Ad Valorem Revenue is estimated to be $7,630,978. The total Proposed Budget for the Town of Lady Lake for Fiscal Year 2027 is $35,626,880.

FUNDING SOURCE

Property Tax

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Human Resources — FY 2026-2027 Benefits (Medical, Dental, Vision, Life Insurance, Long -Term Disability, Short-Term Disability, Accident Coverage, Critical Illness, and Hospital Indemnity Coverage. (Tamika DeLee)

AGENDA ITEM ID

2026-224

DEPARTMENT

Human Resources

SUMMARY

Human Resource staff recommend approval of the following benefits for Fiscal Year 2026/2027 below:

- Health (Florida Blue-PRM) — 4.50% increase — One-year renewal — employer-paid benefit
- Dental (Florida Combined Life-PRM) — Increase — One-year renewal — employer-paid benefit
- Employer Paid Life (The Standard-PRM) — Year One of a three-year rate guarantee — employer paid benefit
- Voluntary Life (The Standard-PRM) — Year One of a three-year rate guarantee — employee paid benefit
- Long Term Disability (The Standard-PRM) — Year One of a three-year rate guarantee — employer paid benefit
- Short Term Disability (The Standard-PRM) — Year One of a three-year rate guarantee — employee paid benefit
- Vision (EyeMed) — employee paid benefit
- Accident Coverage — employee paid benefit
- Critical Illness Coverage — employee paid benefit
- Hospital Indemnity Coverage — employee paid benefit

STAFF RECOMMENDATION

Human Resources staff recommends approval of the FY 2026-2027 benefits as presented in the budget to take effect on October 1, 2026.

FISCAL IMPACT

$1,867,054

FUNDING SOURCE

Health Insurance Accounts

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Information Technology – Consideration of Approval to Enter into Master Marketing, Option and Lease Agreement with SQF, LLC (dba Verta Wireless) to Lease Specific Town Properties to Wireless Service Providers to Construct and Operate Wireless Communication Facilities. (John Pearl)

AGENDA ITEM ID

2026-229

DEPARTMENT

IT

SUMMARY

At the January 21, 2026, Commission Workshop, staff met with the Commission to discuss funding the future without property taxes. During this discussion, the Town Manager stated staff would bring ideas for alternative revenue generation to this Commission for consideration in the future.

On February 13, 2026, staff received an unsolicited email from Billy Patterson, Finance and Site Acquisition Consultant of Verta Wireless, stating that they had identified several possible wireless tower locations on Town property, that had the potential to improve the current wireless service for our community and provide a new, continuing revenue opportunity for the town.

Town staff have since met with Verta Wireless staff on multiple occasions to understand their proposal, to review agreement language and potential site locations.

The following agreement details are highlighted below:

Verta Wireless will have the exclusive right to market and lease each approved property to wireless service providers for a maximum of ten years. Structured as an initial five-year term, with the option of five consecutive one-year extensions.

Verta Wireless must obtain Commission approval for each tower construction project.

The total lease agreement term for each property will be a maximum of forty years. The initial five-year term, with the option of seven additional five-year terms.

Thirteen properties are included in the proposed agreement.

Properties may be added or removed upon mutual consent of Verta Wireless and the Town.

The property to be leased at each site will measure approximately 2,500 square feet.

The proposed towers will be monopole style and will not exceed 199 feet tall.

Each tower can accommodate a maximum of four wireless service provider tenants.

The Town may install and operate our own communications equipment on the constructed towers for municipal purposes without charge.

The Town will receive $5,000 from Verta Wireless upon entering into this agreement.

The Town will receive a $10,000 incentive payment per tower, payable upon completion of construction.

Verta Wireless will pay the Town thirty percent of the monthly gross rental revenues collected from all carrier leases.

Verta Wireless has agreed to commence construction of at least one approved communications facility within three years of the effective date, subject to conditions within Verta's control.

Verta Wireless has agreed to provide an annual audited report for each tower site.

The proposed agreement has been reviewed by the Town Attorney.

Verta Wireless representatives are available remotely via Teams to answer your questions.

STAFF RECOMMENDATION

Approval to enter into a Master Marketing, Option and Lease Agreement with SQF, LLC (dba Verta Wireless) for the marketing and leasing of approved Town properties to wireless service providers for constructing and operating wireless communications facilities.

FISCAL IMPACT

The Town will receive $5,000 upon execution of this agreement, a $10,000 incentive payment per tower payable upon completion of construction, and 30% of the monthly gross rental revenues from all carrier leases to be applied to the General Fund.

FUNDING SOURCE

N/A

MASTER MARKETING AGREEMENT

This MASTER MARKETING AGREEMENT ("Agreement") is effective as of the date last signed below, (the "Effective Date"), by and between the **Town of Lady Lake,** a political subdivision of the State of Florida ("City"), and **SQF, LLC**, a Delaware limited liability company ("Verta"), (each a "Party" and collectively the "Parties").

WHEREAS, the City owns certain real property, including the buildings and other improvements thereon, located in Lake County, Florida, and more fully described on **Exhibit A** (each a "Property" or collectively "Properties"); and

WHEREAS, Verta provides construction, engineering, management, marketing and leasing expertise specifically in the wireless telecommunications field, and develops and owns wireless communication facilities;

WHEREAS, the City and Verta desire to enter into this Agreement whereby the City shall grant to Verta the exclusive right to market the Properties and to lease all or a portion of such Properties (the "Site") to Verta for the purposes of constructing Communications Facilities (as defined below) which may be subleased by Verta to wireless service providers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market and Lease. Subject to the terms and conditions set forth herein and to any Option and Lease Agreement subsequently entered into by the Parties, the City grants to Verta the exclusive right to market each Property to wireless service providers ("Tenants") for the attachment of such Tenant's equipment to Communication Facilities (as defined below) to be developed by Verta. As to each Approved Site (as hereinafter defined), City and Verta shall enter into an option and lease agreement ("Option and Lease Agreement") whereby City shall lease to Verta a mutually acceptable portion of the Property (a "Site") sufficient for the construction of a wireless telecommunications tower and equipment necessary for the installation, operation, and maintenance of wireless communications, including, but not limited to, antennas, microwave dishes, equipment buildings, shelters, or cabinets, , generators, fuel storage, fencing, underground and overhead utilities, or other equipment which in Verta's sole discretion is necessary for the operations of the facility (together the "Communications Facility"), and on which Communications Facility Verta shall sublease space to Tenants. Together with the Option and Lease Agreement, City shall provide Verta with the easements for access and utility ingress and egress to the Site, necessary for the construction, operation and maintenance of the Communications Facility.

2. Term of Agreement.

a. The term of this Agreement shall be five (5) years commencing on the Effective Date, and subject to any earlier termination as set forth herein (the "Initial Term"). This Agreement shall automatically renew for five (5) additional one-year (1) extension terms ("Renewal Term"), unless Verta provides written notice of non-renewal to the City at least thirty (30) days prior to the expiration of the then-current term. As used herein, "Term" shall mean the Initial Term and, if applicable, any and all Renewal Terms.

b. City and Verta acknowledge and agree that the expiration of the Term of this Agreement shall in no way affect, reduce, or terminate the term of any Option and Lease Agreement then in existence or Verta's rights thereunder. For each Site developed by Verta, Verta will allow the City to install, maintain, operate, replace and remove communications equipment on a Communication Facility without charge at a height agreed to by the Parties that would not interfere with Verta's permitted uses or the use of Verta's sublessees or licensees. The City's equipment shall be used solely for the City's communications purposes. The City shall be responsible for the cost of installation and maintenance of its equipment. If the City's equipment does materially interfere with a future sublessee or licensee of Verta, Verta may require the relocation of the City's equipment, at the City's cost.

3. <u>Form of Option and Lease Agreements</u>. Each lease for a Site shall be in the form of Option and Lease Agreement attached hereto as **Exhibit B**, with such minor modifications as shall be reasonably required to reflect the particular conditions of the Site.

4. <u>Site Assessments; Approved Sites; Development</u>.

a. City hereby grants to Verta and its consultants, contractors, and inspectors a non-exclusive license to enter the Properties for the purposes of preparing a site assessment report, at Verta's sole cost and expense. Prior to entering any Property, Verta shall contact City, where appropriate, to arrange a mutually acceptable time for such tests and studies to be conducted. City may elect to have City personnel accompany the persons performing such tests and studies. Following any such tests and studies, Verta shall immediately restore the Property to its previous condition to the extent reasonably practical. Verta shall use commercially reasonable efforts to perform any such tests and studies in a manner so as to minimize any impact on any City-related activities. Verta's right of access to conduct a site assessment is subject to City's right to require reasonable alternate times and dates for the site assessment in order to make sure the on-site tests do not interfere with any City or City-related activities. Verta shall furnish proof that Verta and its contractors have the insurance coverage required under Section 11 hereof upon City request.

b. During the Term, Verta may submit to City one or more "Request for Approval" with respect to the development of one or more Sites. Upon submission of Verta's Request for Approval, the following shall occur:

i. Within thirty (30) days, City shall schedule a meeting to discuss the development of the Site and shall thereafter provide a preliminary approval if acceptable to the City, within fifteen (15) days ("Preliminary Approval").

ii. At such time as Preliminary Approval has been obtained for a Site, Verta shall cause to be prepared and deliver to the City's designated point of contact for the Site (the City's "Project Manager") a site plan for the Property ("Site Plan") consistent with the

Preliminary Approval, which shall be approved or rejected by the City's project manager within thirty (30) days. If the Site Plan is rejected, the City shall provide detailed feedback describing what changes are necessary. Upon receipt of Site Plans containing such necessary changes, the Site Plan shall be deemed approved. Any such approval under this section shall be considered the "Final Approval" required of the City.

iii. Within thirty (30) days of Final Approval of the Site Plan City shall execute an Option and Lease Agreement for the applicable Site in a form approved by the City. Upon full execution of the Option and Lease Agreement, the Site is solely governed by the Option and Lease Agreement.

5. Duties of Verta. Verta shall exercise commercially reasonable efforts to market and lease Properties.

6. Duties of City; Compensation.

a. Verta shall pay to the City FIVE THOUSAND and 00/100 Dollars ($5,000.00) for entering into this Agreement within thirty (30) days of fully execution of this Agreement provided the City has provided a W-9 and any reasonably requested banking information to Verta.

b. In consideration of the leasing of any particular Site to a Tenant under and pursuant to an Option and Lease Agreement, no later than the tenth day of each calendar month Verta shall pay to City the amount described in each executed Option and Lease Agreement.

c. City shall appoint a Project Manager for the performance of City's review function hereunder. Project Manager shall have the authority to review and approve those submissions to be made by Verta hereunder, and to attend meetings and represent City at such meetings, and, upon approval by the City, to execute, or cause to be executed, any Option and Lease Agreement on behalf of City.

7. Assignment. This Agreement may be sold, assigned or transferred by Verta without any approval or consent of the City to Verta's principal, affiliates, or subsidiaries of its principal, including, but not limited to, any entity which acquires all or substantially all of Verta's tower assets by reason of a merger, acquisition, or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the City, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Verta or transfer upon partnership or corporate dissolution of Verta shall constitute an assignment hereunder. Upon assignment by Verta, Verta will be relieved of all liability hereunder and the City will look to assignee for fulfillment of Verta's obligations. The City may assign this Agreement, in whole or in part to any person or entity who or which acquires fee title to the Property and who or which agrees to be subject to and bound by all provisions of this Agreement. In the event of an assignment by the City, the City shall provide notice of the assignment and contact information for the assignee to Verta. In the event the assignee does not agree to

be bound by all of the provisions of the Agreement, the City shall remain liable for any and all obligations under the Agreement.

8. Exclusivity. During the Term, City shall not grant any interest in or to any Property to a person or entity competing with Verta in the business of managing, owning, operating, or constructing wireless communications infrastructure. If City is contacted by any Wireless Carrier, City shall direct such carrier to Verta.

9. Subject to City Uses. Notwithstanding any other provision of this Agreement, Verta

acknowledges the City's primary use and operation of the Property is for public purposes, and that Verta's rights under this Agreement are subject and subordinate to City's use and operation of the Property. Verta shall use commercially reasonable efforts to avoid any materially adverse construction, operation, or other impacts on the Property and City's use and operation thereof, whether such impacts arise from activities conducted on or off the Property.

10. Insurance. Throughout the Term of this Agreement, Verta shall purchase and carry (or cause its consultant, contractors, or inspectors to carry) a policy of commercial general liability insurance with combined single limits for each occurrence of at least Two Million Dollars ($2,000,000) with respect to bodily injury or death and property damage. At City's request, the policy shall name the City as an additional insured.

11. Indemnity. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, directors, employees, representatives, affiliates, and agents (the "Indemnified Party") from and against any and all damages, claims, judgments, fines, penalties, costs, expenses liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, arising out of or related to (i) the Indemnifying Party's breach of this Agreement, or (ii) any grossly negligent act, omission or willful misconduct of the Indemnifying Party or its officers, directors, representatives, affiliates, agents, employees during the performance of this Agreement, or (iii) any violation of applicable law by the Indemnifying Party. The indemnities set forth in this Section 11 shall survive the termination or expiration of this Agreement. Any indemnity by the City which is barred by Florida law or limited by sovereign immunity shall be so barred and limited and nothing prevents the City from asserting that indemnity is barred or limited by Florida law. There is no waiver of sovereign immunity.

12. Default; Remedies.

a. Each of the following shall be an "Event of Default" under this Agreement:

i. Failure to cure, within ten (10) business days after written notice to the defaulting party (with specificity), any failure in the payment when due of any amount required to be paid by the defaulting party under this Agreement; or

ii. Failure to cure, within thirty (30) calendar days after written notice to the defaulting party, any failure by the defaulting party in the performance or observance of, or compliance with, any material non-monetary covenant, agreement, term, or condition contained in this Agreement (or such additional time as may be reasonably necessary to cure such failure, so long as the defaulting party commences the cure within the initial 30-day cure period and thereafter diligently prosecutes such cure to completion).

iii. Upon the occurrence of an Event of Default hereunder, the non-defaulting party shall, in addition to any other remedy that may be available to it at law or in equity, have the right to terminate this Agreement with written notice to Verta. The termination of this Agreement shall not cause the termination of any Option and Lease Agreement which has been executed by Verta and City prior to the date of termination.

13. Representations and Warranties.

a. Verta is duly organized under the laws of the State of Delaware, is qualified to do

business in the State of Florida and has all corporate power and authority necessary to execute this Agreement perform its obligations hereunder.

b. Verta shall not knowingly violate any federal, state, municipal, or other governmental law, ordinance, rule, or regulation in performing its services under this Agreement and Verta shall use reasonable diligence to comply with any and all such laws, ordinances, rules, and regulations affecting the Sites.

14. Access to Records. Verta shall keep full and correct records and books of account in accordance

with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement.

15. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given upon delivery (or if delivery is refused, upon the date of such refusal), when mailed by Registered or Certified Mail, postage prepaid, or delivered by reliable overnight courier or hand delivery (i.e., Federal Express), and addressed as follows:

If to City:

____
____
____
Attn:

With a copy to:

City's Appointed Counsel
Attn:

If to Verta:

SQF, LLC
16 Middle Street
Suite 201
Portland, ME 04101
ATTN: Legal

With an electronic copy to: legal@vertawireless.com and towers@vertawireless.com

or to such other addresses as either of the parties may designate from time to time by giving prior written notice as herein required.

16. Miscellaneous.

a. Except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall confer any property right or right in and to any Site to Verta until the execution of an Option and Lease Agreement.

b. In performing its duties under this Agreement, Verta shall at all times be an independent contractor, and not an agent, employee, or partner of City. Verta shall have no right or authority, expressed or implied, to commit or otherwise obligate City in any manner.

c. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

d. Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights. The consent or approval by either Party to, or of, any act by the other Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

e. Any provision of this Agreement may be amended only if such amendment is in writing and is signed by City and Verta.

f. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

g. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the state where the Property is located without reference to conflicts of laws principles.

h. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

i. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Florida in Lake County.

j. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

k. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

l. Neither Verta nor City intends by any provision of this Agreement to confer any right, remedy, or benefit upon any third party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE(ES)]

IN WITNESS WHEREOF, the parties hereto execute this Agreement in two parts on the dates indicated.

CITY:	VERTA:
Town of Lady Lake A Florida Political Subdivision	SQF, LLC, A Delaware Limited Liability Company
By: ___________________________________	By: ___________________________________
Name: ___________________________________	Name:
Title: ___________________________________	Title:

[Acknowledgement on following page]

EXHIBIT A

PROPERTIES

Parcel ID	Latitude	Longitude
171824000400003502	28.918901	-81.927116
171824040000000500	28.917879	-81.925255
181824000400001000	28.919755	-81.93907
201824000100002300	28.914008	-81.922505
201824050000A00100	28.905445	-81.924182
201824000100002400	28.91326	-81.923305
201824000100010000	28.914137	-81.921913
171824000300002302	28.918322	-81.929302
281824000200005700	28.901319	-81.918522
171824040000000600	28.917677	-81.925255
201824000100003700	28.912825	-81.921697
081824015002700101	28.932899	-81.929009
211824000300022400	28.906045	-81.918022

Properties may be amended to include or delete additional properties upon mutual consent of City and Verta.

EXHIBIT B
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Lease"), dated as of the date of the last signature below (the "Effective Date"), is entered into by the ________________, a political subdivision of the State of ___________________, with offices at __________________ (hereinafter referred to as "Landlord"), and SQF, LLC, a Delaware limited liability company, having its principal office at 16 Middle Street, Suite 201, Portland, ME 04101 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, located at STREET, CITY, COUNTY, STATE, ZIP, as further described in the legal description of the property attached hereto as **Exhibit A** (collectively, "Property"). Tenant desires to lease a portion of the Property to construct, install, maintain, operate, and service a communications tower ("Tower") and related improvements and assets (collectively, with the Tower, the "Communications Facility") and to conduct its business thereon.

AGREEMENT

The parties agree as follows:

1. OPTION TO LEASE.

a) Landlord hereby grants to Tenant an exclusive option (the "Option") to lease a portion of the Property measuring approximately sixteen hundred (1,600) square feet ("Leased Premises") on which Tenant plans to construct, maintain, operate, and lease space to third parties on, the Communications Facility, as generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with unrestricted access across the remainder of the Property to the Leased Premises for Tenant's uses from the nearest public right-of-way along the Property.

b) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of FIVE HUNDRED and 00/100 Dollars ($500.00) within thirty (30) days of execution of this Lease, provided Landlord has provided Tenant with a W-9 and applicable banking information. The Option will be for an initial term of twelve (12) months (the "Initial Option Term") and may be renewed by Tenant for an additional twelve (12) month period (a "Renewal Option Term") and the payment of an additional FIVE HUNDRED and 00/100 Dollars ($500.00), by delivering written notice of such renewal (along with the additional payment) to Landlord no later than the day prior to the expiration date of the Initial Option Term. As used herein, the "Option Term" shall mean the Initial Option Term and, if applicable, the Renewal Option Term.

c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing or commencing construction of the Communications Facility. If prior to the end of the Option, Tenant and Landlord have executed an Option and Lease Agreement where Tenant has not yet exercised the Option, Tenant shall have up to an additional twelve (12) months from the expiration of this Agreement to exercise such Option under this Option and Lease Agreement. Tenant shall keep Landlord appraised of the status of any such Option and Lease Agreement.

d) During the Option Term, and during the Lease Term (as hereinafter defined), Tenant and its agents, engineers, surveyors and other representatives will have the right: (i) at all reasonable times to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or other studies of any type of the Property; (ii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate, at Tenant's sole discretion, for its use of the Leased Premises including, without limitation, applications for zoning, special use permits, and construction permits necessary for the construction of the Communications Facility (collectively referred to as "Governmental Approvals"); and (iii) otherwise to do things that are necessary, in Tenant's sole discretion, to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's operation of a Tower, all at Tenant's expense. Landlord shall cooperate with Tenant while Tenant conducts the activities set forth in Section 1(d), including appearing and supporting Tenant in Tenant's efforts to obtain any necessary Governmental Approvals. Tenant will not be liable for any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

If Tenant exercises the Option, then Landlord leases the Leased Premises to the Tenant subject to the following additional terms and conditions:

2. ACCESS EASEMENT. Landlord grants to Tenant a non-exclusive easement across that portion of the Property which is depicted on the Site Plan (the "Access Easement") for the purposes of unrestricted ingress and egress to the Leased Premises to construct, install, maintain, and operate the Communications Facility and to conduct its business on the Leased Premises. Tenant and Tenant's employees, agents, contractors and Tenant's subtenants and licensees and their respective employees, agents and contractors shall have unrestricted use of the Access Easement twenty-four (24) hours per day, seven (7) days per week. This Access Easement shall remain in effect throughout the Lease Term (defined in Paragraph 5, below).

3. UTILITY EASEMENT. Landlord grants to Tenant an easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Communications Facility (the "Utility Easement"). This Utility Easement shall remain in effect throughout the Lease Term. Further, Landlord agrees to grant to Tenant such easements on the Landlord's Property for the installation of additional utilities to the extent necessary to provide utility service to Leased Premises and the Communications Facility, provided that the location of such easements shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or conditioned or unduly delayed.

4. SURVEY. At the time the Option is exercised, if a survey is prepared, it shall be attached hereto as **Exhibit C**. The survey shall depict and describe the Leased Premises, the Access Easement, and the Utility Easement.

5. TERM.

a) In the event Tenant exercises the Option, the initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date (as hereinafter defined).

b) Tenant shall have the right to renew this Lease upon the same terms and conditions for eight (8) additional terms of five (5) years each (each, a "Renewal Term"). Tenant shall be deemed to have exercised each of these options and this Lease shall be automatically renewed unless Tenant delivers thirty (30) days advance written notice to Landlord before the expiration of the Initial Term (or any Renewal Term) declaring Tenant's intention to not exercise its option to renew. The Initial Term, and as applicable, any Renewal Term, are collectively referred to as the "Lease Term".

6. RIGHT TO SUBLEASE. Tenant shall be entitled to sublease space on the Communications Facility without Landlord's prior approval pursuant to a sublease agreement prescribed by Tenant from time to time (each, a "Carrier Lease"); provided that: (a) the sublessee under the Carrier Lease is a telecommunications provider (a "Wireless Carrier"), (b) no Event of Default (as defined herein) by Tenant exists hereunder, and (c) the term of the Carrier Lease does not exceed the remaining term of the Lease Term.

7. RENT AND OTHER FEES.

a) Commencing on the date Tenant exercises the Option as provided in Section 1(c) of this Lease (the "Commencement Date"), Tenant shall pay Landlord rent (the "Rent") which shall be due in twelve (12) equal monthly installments ("Monthly Installments" or, individually, "Monthly Installment") payable no later than the tenth day of each calendar month during the Lease Term, as follows:

i. For any Wireless Carrier to which Tenant subleases space on the Communications Facility, an amount equal to (30%) of the monthly rent collected and derived from the use of Communications Facility and received by Tenant pursuant to this Lease (the "Monthly Rental Revenues") from the underlying Carrier Lease for such Wireless Carrier for the prior month.

b) Notwithstanding the foregoing, in the event that the Commencement Date is on a day other than the first day of a month, the Monthly Installment due for such partial month shall be prorated on a per diem basis. For purposes of determining the Rent due to Landlord hereunder, expenses incurred to construct, develop, or maintain the Communications Facility and Access and Utility Easements, and reimbursable expenses paid by Wireless Carrier to Tenant are excluded from the calculation of Monthly Rental Revenues.

c) In addition to the foregoing, any sum failed to be paid by Tenant when due shall be considered past due and, if such failure continues for ten (10) days after Tenant's receipt of Landlord's written notice of such failure, then the past due amount shall be subject to a one-time late payment charge in the amount of three percent (3%) of the amount past due.

8. POSSESSION/COMPLIANCE. Landlord shall deliver exclusive possession of the Leased Premises to Tenant on the Commencement Date, and Landlord warrants that the Leased Premises are not and will not be in violation of any federal, state, or local laws, regulations, codes or other enactments or orders, including but not limited to those relating to the protection of health, welfare and the environment and zoning ordinances. Landlord warrants and represents that it has provided Tenant with all deed restrictions, covenants, and other agreements (written or oral) of any type that control or restrict the use of the Property.

9. UTILITIES. Landlord shall not be responsible for Tenant's utility service. Tenant shall contract directly with the utility companies for its own utility services, and Tenant shall have the right to install additional utility lines and services on the Property pursuant to Paragraph 3 hereof, so long as Tenant pays all expenses associated with the additional installation and service.

10. INSURANCE/WAIVER OF SUBROGATION. Throughout the Lease Term, Tenant, at its own cost and expense, shall purchase and carry a policy of commercial general liability insurance with combined single limits for each occurrence of at least Two Million Dollars ($2,000,000) with respect to bodily injury or death and property damage. At Landlord's request, the Tenant's policy shall name the Landlord as an additional insured. Each insurance policy carried in fulfillment of this Agreement shall contain a waiver of subrogation provision or endorsement.

11. DUTIES OF TENANT. Tenant shall maintain and repair the Leased Premises and the Communications Facility, including the Tower. Landlord acknowledges that it has no interest in the Tower, the Communications Facility, or any of the property which is stored or erected or on the Leased Premises by Tenant or any licensees or lessees of Tenant and Landlord shall not be responsible for the repair, maintenance, and security of the Leased Premises and the Communications Facility during the Lease Term. Within one hundred eighty (180) days of the expiration or termination of the Lease Term, Tenant will remove the Communications Facility from the Leased Premises and restore the Leased Premises to its original condition to the extent reasonably practical (except any conduits and utility lines and any other improvements which are 2 feet or more below grade).

12. DUTIES OF LANDLORD. Landlord shall not engage in or permit any other person or entity to engage in any activity on the Property which interferes with or interrupts Tenant's ability to conduct its business operations at the Leased Premises. Unless any maintenance, repairs or replacements are necessary due to the negligence or willful misconduct of Tenant or its agents, employees, contractors, sublessees, licensees and/or invitees, Landlord shall perform such maintenance, repairs, and replacements necessary to maintain in good condition and repair, at Landlord's cost and expense, the Access or Utility Easement. During the Lease Term, Landlord shall not grant an interest in the Property to a person or entity competing with Tenant in the business of constructing wireless communications infrastructure, including Wireless Carriers.

13. ACCESS TO RECORDS. Tenant shall keep books and records in accordance with generally accepted accounting principles, consistently applied, relating to this Lease, and shall permit Landlord or its representatives, upon reasonable advance notice, to examine such books and records upon its.

14. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Leased Premises (provided that in no event shall Tenant be obligated to pay any personal property taxes assessed on any personal property of Landlord that may be located on the Leased Premises). Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Leased Premises (excluding any additional taxes that relate to the period prior to the date the option is exercised, i.e., rollback taxes) which is directly attributable to and assessed on Tenant's use of the Leased Premises, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

15. LOSS THROUGH CASUALTY OR CONDEMNATION.

a) Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Leased Premises, the Landlord and Tenant may be entitled to separate awards with respect to the Leased Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Leased Premises. If a separate condemnation award is not determined by such court, Landlord may permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Leased Premises, without taking into account the improvements located thereon, and in no event may the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Tenant.

b) In case of damage to the Property or the Leased Premises by fire or other casualty, Landlord shall, at its expense, cause such damage to be repaired to a condition as nearly as practicable to that existing prior to the damage and otherwise consistent with applicable law, with reasonable speed and diligence, but subject to delays which may arise by reason of adjustment of loss under insurance policies, applicable law, and beyond the reasonable control of Landlord, including force majeure. Landlord will not, however, be obligated to repair, restore, or rebuild any of Tenant's personal property. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from such casualty or the repair thereof consistent with the terms of this Lease provided, to the extent and for the time that the Property or the Leased Premises are hereby rendered unusable for the permitted use, the Rent will proportionately abate. Notwithstanding the foregoing, if (i) the damage involves the Property generally and is so extensive that Landlord decides not to repair the Property; (ii) the casualty shall not be of a type insured against under standard policies with extended type coverage; (iii) the holder or any mortgage, deed of trust, or similar security interest encumbering the Property shall not permit the application of adequate insurance proceeds for repair or restoration, the Lease will, at the option of Landlord, exercisable by written notice to Tenant given within twenty (20) days after the Landlord is notified or otherwise becomes aware of the occurrence of the casualty, be terminated as of the date of such casualty, and the Rent (taking into account any abatement aforesaid), shall be adjusted to the terminate date and Tenant will promptly vacate the Leased Premises consistent with the terms of this Lease. Notwithstanding the foregoing, Tenant will be permitted to terminate this Lease if the Leased Premises has been rendered unusable for the permitted use, and (i) Landlord's estimated period for completion of the repair and restoration of the Property as required under this Lease exceeds thirty (30) days from the date of the casualty (Landlord delivering such estimate to Tenant within twenty (20) days after the casualty), or (ii) Landlord does not complete such restoration within thirty (30) days from the date of such casualty (by giving Landlord two (2) days' notice at the expiration of such thirty (30) day period).

16. ASSIGNMENT AND SUBLEASING. This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to Tenant's principal, affiliates, or subsidiaries of its principal, including, but not limited to, any entity which acquires all or substantially all of Tenant's tower assets by reason of a merger, acquisition, or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

a. **RIGHT OF FIRST REFUSAL**. If after the Effective Date of this Lease, Landlord receives a bona fide arm's length offer (including a letter of intent or memorandum of understanding), that Landlord is willing to accept, from any third party to purchase (in whole or in part) (i) Landlord’s interest under this Lease; (ii) Landlord’s rights to receive rents under the terms of this Lease; (iii) the Leased Premises, or to purchase an easement or any other interest in the land underneath the Leased Premises or underneath areas of access and or utility service to the Leased Premises, (the "Purchase Offer"), Landlord shall serve a notice (the "Transfer Notice") upon Tenant. The foregoing rights, interest, and property described in (i), (ii), and (iii), herein shall collectively be referred to as the "Interest". The Transfer Notice shall set forth the exact terms of the Purchase Offer so received, together with a copy of such Purchase Offer, and shall state Landlord’s desire to sell the Interest on such terms and conditions. Thereafter, Tenant shall have the right of first refusal ("Right of First Refusal") and option to so lease or purchase the same. If Tenant desires to exercise its option to purchase the Interest, it shall give notice (the "Counter Notice") to Landlord within ninety (90) days after receipt of the Transfer Notice by Tenant. The closing of the purchase and sale of the Interest pursuant to this option shall occur at the time set forth in the Purchase Offer, provided that Tenant shall not be required to close before the thirtieth (30^{th}) day following the date of Landlord’s receipt of the Counter Notice. Tenant’s failure to give a timely Counter Notice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its Right of First Refusal to accept the Offer but shall not be deemed a waiver of its Right of First Refusal with respect to any modification to the Purchase Offer or future Purchase Offers.

17. DEFAULT/ REMEDIES; RIGHT TO TERMINATE.

a) The following event shall be considered an “Event of Default” under this Lease:

i. The failure of Tenant or Landlord to perform any of its monetary covenants under this Lease, where such failure continues for ten (10) days after the failing party’s receipt of the non-failing party’s written notice of such failure;

ii. The failure of Tenant or Landlord to perform any of its material non-monetary covenants under this Lease, where such failure continues for thirty (30) days after the failing party’s receipt of the non-failing party’s written notice of such failure (provided that in the event any failure cannot be reasonably cured within such thirty (30) day period, if the failing party shall proceed promptly after the receipt of such notice to cure such failure, and shall pursue curing such failure with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension be in excess of ninety (90) days, unless agreed upon by the non-failing party.

After the occurrence of an Event of Default, the non-defaulting party shall be entitled to exercise all rights and remedies which are available in law or equity.

b) If at any time during the Lease Term, Tenant determines in its sole and absolute discretion, with or without cause, that the Leased Premises are no longer suitable or desirable for Tenant’s intended use and/or purpose, Tenant shall have the right to terminate this Lease Agreement, without penalty, upon at least thirty (30) days prior written notice delivered to Landlord.

18. **QUIET AND EXCLUSIVE ENJOYMENT**. Landlord promises that, so long as an Event of Default by Tenant has not occurred and is continuing, Tenant shall have the following rights:

a) Tenant shall peaceably and quietly enjoy the Leased Premises throughout the Lease Term and shall be permitted to operate a Communications Facility on the Leased Premises without restriction or interference from others; and

b) During the Lease Term, Tenant shall enjoy the exclusive right to lease, construct and/or operate Communications Facilities or any other form of wireless communications or services on the Property; provided, however, Landlord and Tenant agree that Tenant will restrict its use of the Property to the Leased Premises, the Utility Easement and the Access Easement.

19. **NONDISTURBANCE**. Landlord warrants that either: (a) there are no current liens on the Property and that this Lease is superior to the rights of all others; or (b) Landlord has disclosed to Tenant the names of all current lien holders and Tenant has had an opportunity to obtain satisfactory non-disturbance agreements from each of them. For any Encumbrance existing prior to the Effective Date, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to (i) execute a customary Subordination Non-disturbance and Attornment Agreement providing to Lessee the rights afforded to Lessee above with regard to existing mortgage liens; and (ii) if required, provide its consent in accordance with the underlying Encumbrance.

20. **RIGHTS OF LENDER:**

a) During the term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Leased Premises (each, an "Encumbrance") without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Leased Premises to a first mortgage lien if its lender shall agree for itself and its successors and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease; (2) not to disturb Tenant's or its subtenants' or licensees' use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant or its subtenants or licensees as a party defendant in any such foreclosure proceeding that may be commenced.

b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Lease to any third party (a "Leasehold Lender"). The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Lease and the Leased Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible property located on, derived from, or utilized in connection with the Leased Premises and the Lease.

c) <u>Successors</u>. Any Leasehold Lender who succeeds to Tenant's interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Lease, including the right to exercise any renewal option(s) or right of first refusal, and to assign this Lease.

d) Default Notice. Landlord shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Landlord by written notice hereof) a copy of any default notice given by Landlord to Tenant under this Lease. No default notice from Landlord to Tenant shall be deemed effective against the initial Leasehold Lender unless sent to such Leasehold Lender.

e) Notice and Curative Rights. If Tenant defaults on any monetary obligations under this Agreement, then Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of written notice of such default. For non-monetary defaults, Landlord will not terminate this Lease for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary default requires possession of the Leased Premises, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Leased Premises and to cure such default.

f) New Lease. If this Lease is terminated for any reason or otherwise rejected in bankruptcy, then Landlord will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Lease within thirty (30) calendar days of notice of such termination.

e) Subordination. Landlord hereby agrees that all right, title and interest of the Landlord in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate, and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements, which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

21. **ENVIRONMENTAL MATTERS**. Landlord represents and warrants that it has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Property, and to the best of Landlord's knowledge, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced, or received by Landlord regarding the Property alleging any failure to comply. Without limiting the generality of the preceding sentence, to the best of Landlord's knowledge, Landlord and the Property are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, heptachlor or other hazardous substances, materials, or wastes have been placed, stored, disposed, or discharged on, under or about the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property, or any other person. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials, substances or wastes on the Leased Premises (collectively, "**Hazardous Materials**"). Landlord represents and warrants that Tenant is not liable for any hazardous materials, substances, or wastes located on, under, or about the Property prior to Tenant's occupancy of the Leased Premises, and Tenant is not liable for any violation of environmental law related to the Leased Premises occurring or existing prior to Tenant's occupancy of the Leased Premises.

22. PAYMENTS/NOTICES. All Rent and other payments due under this Lease shall be paid to Landlord at its address provided below. All notices required to be delivered under this Lease shall be in writing and shall be deemed to have been duly given on the date they are delivered (or if delivery is refused, on the date of such refusal) if they are delivered personally or by any nationally recognized overnight mail delivery service, or sent by certified mail return receipt requested, to the following address:

To Tenant:
SQF, LLC
16 Middle Street, Suite 201
Portland, ME 04101
Attn: Legal

To Landlord:
____
____
____
Attn:

Either Party may change its address for notice by delivering notice of the change of address in the manner provided above.

23. GENERAL PROVISIONS. This Lease: (a) is the entire agreement between the Parties as it relates to the lease of the Leased Premises and there are no other oral or written representations, conditions or agreements; (b) may not be amended, waived or extended except by a written amendment executed by both Parties; (c) is binding upon and inures to the benefit of each of the Parties and their permitted successors and assigns; (d) is to be governed, construed and enforced in accordance with laws of the state in which the Leased Premises are located, without regard to conflicts of law; (e) runs with the land. Neither Party's failure to insist upon the other Party's strict performance of any provision of this Lease or failure to promptly exercise any right available in connection with this Lease shall constitute a waiver of any provision or an amendment to this Lease. Neither Party has retained the services of any broker or other real estate sales agent, and no commissions are due in connection with this Lease. Both Parties have had the opportunity to review this Lease with counsel and therefore neither party shall be construed as the "drafter" of this Lease.

24. RIGHT TO TERMINATE. Tenant shall have the right to terminate this Lease with sixty (60) days prior notice to Landlord in addition to any other termination rights provided in this Lease.

25. LANDLORD'S AUTHORITY. Landlord represents and warrants to Tenant that Landlord has full power, authority, and the legal right to sign and deliver this Lease without the consent of any other person or entity, including but not limited to any lender holding a security interest in the Leased Premises.

26. NO OFFER. The submission of this Lease to Landlord shall not be construed as an offer, and neither party hereto shall have any rights hereunder until both such parties have fully executed this Lease and delivered an executed copy thereof to the other.

27. MEMORANDUM OF LEASE. Neither Party shall record this Lease. Each Party hereto shall, however, upon the request of the other party, execute a short form or memorandum of this Lease for recording purposes to provide public notice of this Lease, which short form or memorandum shall be substantially in the form attached hereto as **Exhibit D**. The Party who requests such a short form or memorandum of this Lease shall pay for any fees charged by the County Clerk's office in connection with such recording.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

LANDLORD:	**TENANT:**
Town of Lady Lake	**SQF, LLC**
An Florida political subdivision	A Delaware limited liability company
By: ____________________________	By: ____________________________
Name: __________________________	Name: Joshua Broder
Its: _____________________________	Its: CEO
Date: ___________________________	Date: ___________________________

By: ____________________________

Name: __________________________

Its: _____________________________

Date: ___________________________

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Exhibit B

SITE PLAN

Exhibit C

SURVEY

To be attached hereto.

Exhibit D

MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this "Memorandum") is made to be effective as of ____________________, 202__ by and between ____________________________, a(n) _______________________________ ("Landlord"), and SQF LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

Whereas, Landlord and Tenant have entered into that certain Option and Lease Agreement, dated ____________________, 202__ (the "Lease"); and

Whereas, this Memorandum is made pursuant to the terms and conditions of the Lease, the rent and other terms and conditions of which are incorporated herein by reference; and

Whereas, Landlord owns certain real property commonly described as ________________________________ and more fully described on the legal description attached hereto as **Exhibit A** (the "Property"); and

Whereas, under the terms of the Lease, Landlord granted to Tenant an option to lease (the "Option") a portion of the Property (the "Leased Premises") generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with a right-of-way across that portion of the Property which is depicted on the Site Plan (the "Access Easement") for the purposes of unrestricted ingress and egress to the Leased Premises to properly construct, install, maintain, operate and service the Communication Facility (as defined in the Lease) located thereon and to conduct its business on the Leased Premises and an easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Tower Asset (the "Utility Easement"); and

Whereas, under the terms of the Lease, Landlord also granted Tenant a right of first refusal to meet any bona fide offer of sale or transfer of, or grant of easement or other legal interest in, the Leased Premises or the Lease or any Rent due now or in the future pursuant to the Lease (the "Right of First Refusal"); and

Whereas, the Tenant shall be the owner of the Communication Facility; and

Whereas, it is the intention of Landlord and Tenant that this Memorandum be filed of record in ___________________________ of _________________ County, ___________________, _________________, to give notice of the Option and, if the Option is exercised, Tenant's leasehold estate under the Lease in and to the Leased Premises and of the Right-of-Way and Easement and Tenant's Right of First Refusal.

Now, Therefore, Landlord and Tenant execute this Memorandum to provide notice of the following:

1. Term of Option. The term of the Option is _______ (____) ______, commencing on______________, 202__, and may be renewed by Tenant for an additional _________ (___) _________ in accordance with the terms of the Lease.

2. Term of Lease. In the event that the Option is exercised in accordance with the Lease, the term of the Lease shall be ______________ (___) __________________, commencing on the date on which Tenant commences construction activity on the Leased Premises, and may be renewed _________ (___) time(s) for an additional ___________ (___) _________ as to each renewal term.

3. Right of First Refusal. The Tenant has the right of first refusal with respect to any grant or sale by Landlord of any easement affecting the Leased Premises, the sale of any interest in or to any portion of the Leased Premises and the sale of any or all of Landlord's rights or interest in the Lease or the Leased Premises.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum to be executed as of the day and year first above written.

TENANT:

____________________________, a(n)
____

By:_____________________________
Name:___________________________
Its:_____________________________

STATE OF _________________)
)ss:
COUNTY OF________________)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of _____________________, 202___, by _____________________, as the ______________________ of ____________________________, a(n) __________________________, on behalf of said _____________________.

____
Notary Public
Commission Expires:____________________

(Signatures Continued On Next Page)

LANDLORD:

_____________________________, a(n)
____

By:______________________________
Name:___________________________
Its:______________________________

STATE OF __________________)
)ss:
COUNTY OF_________________)

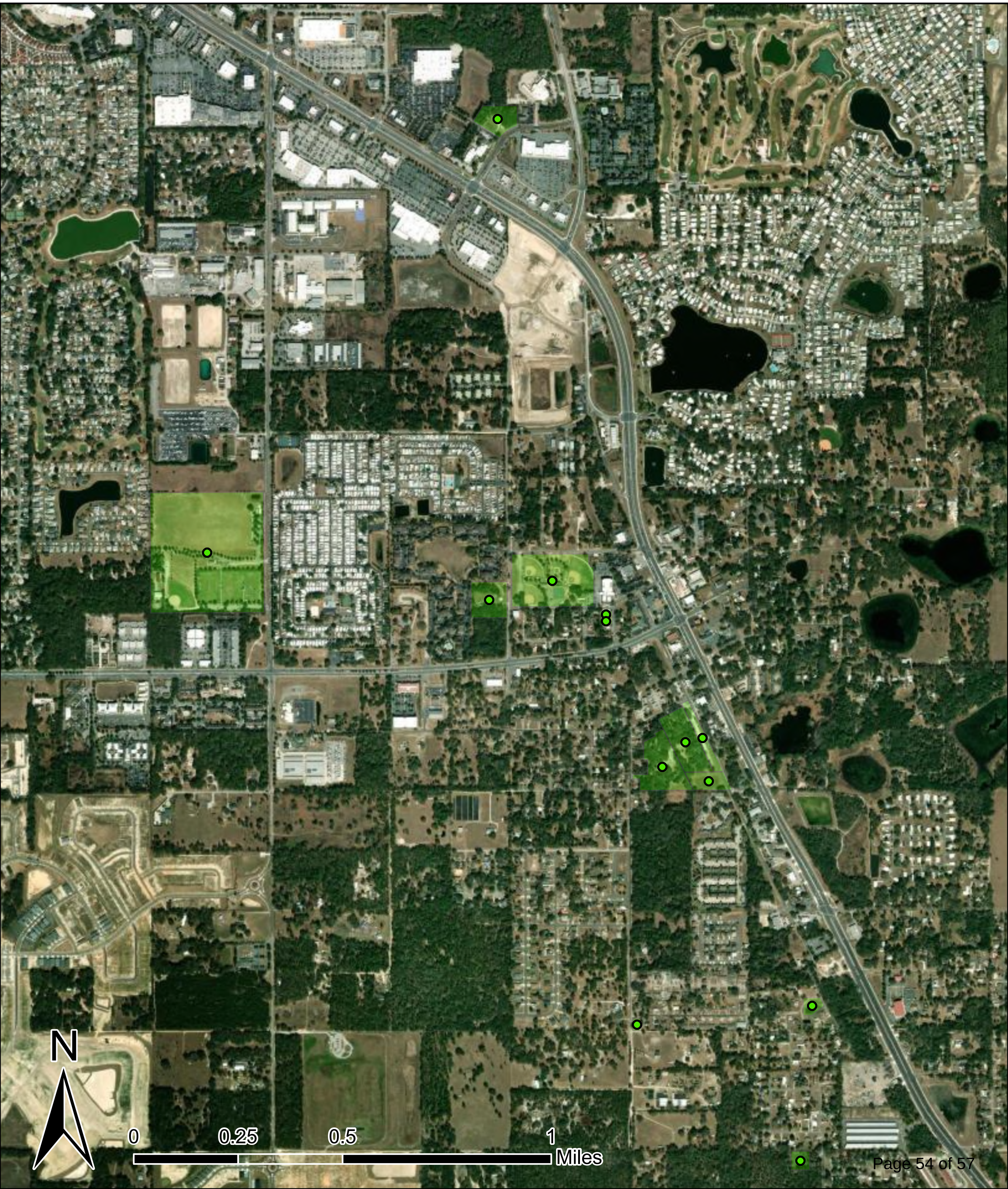
The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of ______________________, 202___, by ______________________, as the _______________________ of ______________________________, a(n) ___________________________, on behalf of said ______________________.

____
Notary Public
Commission Expires:_____________________

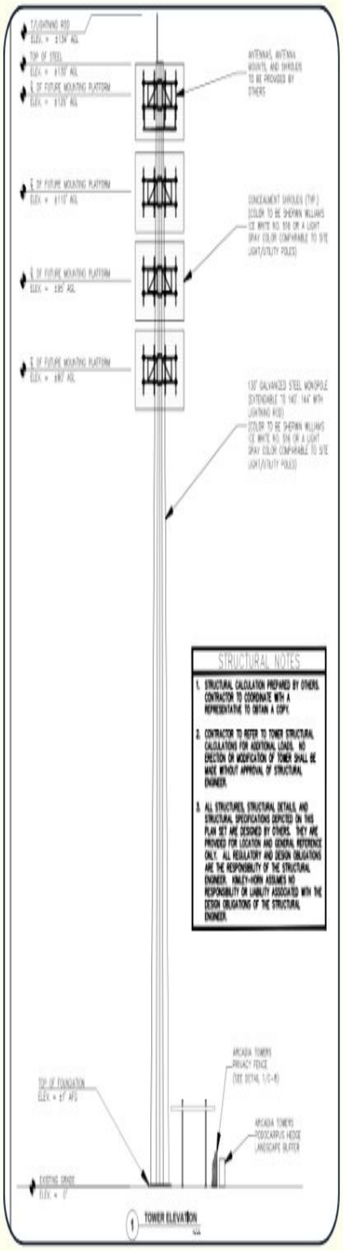
This instrument prepared by
and after recording return to:

____
____
____
____
[Name & Address of Person Preparing]

Proposed Verta Wireless Sites



Verta Site Examples



Monopole
Village of Wellington, FL

Monopole
Milford, OH

Monopole
Waddell, AZ

Shrouded Tower
Designs

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Town Clerk's Office — Resolution 2026-104 — Declaring Qualifying Dates for the Office of Town Commissioner for Wards One, Three, and Five for the November 03, 2026, General Election; and Authorization to Request that the Lake County Supervisor of Elections Conduct the Election. (Kathleen Rosado)

AGENDA ITEM ID

2026-199

DEPARTMENT

Town Clerk

SUMMARY

Staff is requesting the adoption of Resolution 2026-104, which announces the qualifying dates for Town Commissioner candidates for the general election to be held on November 3, 2026. The qualifying period will begin August 10, 2026, at 12 noon and end on August 14, 2026, at 12 noon.

In addition, a request is being made to authorize the Town Clerk to request that the Supervisor of Elections for Lake County conduct the November 3, 2026, general election for the Town of Lady Lake.

STAFF RECOMMENDATION

Approval of Resolution 2026-104 declaring the qualifying dates for the November 3, 2026, General Election and authorization for the Town Clerk to request that the Lake County Supervisor of Elections conduct the general election for the Town.

FISCAL IMPACT

$100

FUNDING SOURCE

General Fund Town Clerk Elections 001-1203-512-5210

RESOLUTION 2026-104

TOWN OF LADY LAKE, FLORIDA

A RESOLUTION DECLARING QUALIFYING DATES FOR THE OFFICE OF TOWN COMMISSIONER FOR WARD ONE, THREE, AND FIVE OF THE TOWN OF LADY LAKE, FLORIDA, SPECIFYING QUALIFICATIONS FOR CANDIDATES; PROVIDING FOR POSTING NOTICE.

BE IT RESOLVED by the Town Commission of the Town of Lady Lake, Florida:

Section 1. There is hereby declared an election for the offices of Town Commissioners for Ward One, Three, and Five, which election shall be held on November 03, 2026, in Lady Lake, Florida.

Section 2. Candidates for the office of Town Commissioner for Ward One, Three, and Five of the Town of Lady Lake, Florida must qualify for office by filing a written petition pursuant to Section 10.02 of the Town of Lady Lake Charter with the Town Clerk, to be submitted beginning August 10, 2026, at 12 noon through August 14, 2026, at 12 noon. Candidate petitions may be obtained from the Town Clerk during regular business hours.

Section 3. The Mayor shall announce the election and foregoing qualification dates on Monday, August 03, 2026, and shall cause a copy of this Resolution to be posted in a conspicuous place at Town Hall.

RESOLVED this **3rd day** of **August 2026** in Lady Lake, Florida, by the Lady Lake Town Commission.

Town of Lady Lake, Florida

____

Ed Freeman, Mayor

Attest:

____

Kathleen Rosado, Town Clerk

Approved as to form:

____

Taylor Tremel, Town Attorney