

COUNCIL ITEM 8A
DATE 5-29-12

COUNCIL ITEM 10A
DATE 5/14/12

ORDINANCE 12-25

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND CROWN CASTLE SOUTH LLC; PROVIDING AN EFFECTIVE DATE

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Second Amendment to Site Lease Agreement between the City of Port St. Lucie and Crown Castle South, LLC, for a telecommunication tower located at 450 SW Thornhill Drive; to be substantially in the form of Second Amendment to Site Lease Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2012.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
JoAnn M. Faiella, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Roger G. Orr, City Attorney

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER

FROM: PAM E. BOOKER, SENIOR ASSISTANT CITY ATTORNEY 

DATE: MAY 9, 2012

SUBJECT: COMMUNICATION TOWER
SECOND AMENDMENT TO LEASE AGREEMENT
COMMUNICATION TOWER – 450 SW THORNHILL DRIVE

Attached please find a proposed Second Amendment to Site Lease Agreement between the City of Port St. Lucie and Crown Castle South, LLC, for telecommunication tower site located at 450 SW Thornhill Drive. Crown Castle has requested an additional ten years as it is difficult to obtain long term tenants with a short term lease agreement. Therefore the extended term will allow them to maintain tenants. The original Lease was executed on or about August 18, 1998, between the City of Port St. Lucie and Bellsouth Mobility, Inc. Crown Castle South, LLC took assignment of the Lease Agreement on or about May 20, 2011. The initial Lease was for five years, plus four five year renewals, for a total term of 25 years. The Amendment adds two five years terms to the Lease. The additional 10 year lease extension creates a new expiration date of August, 2033.

This Amendment has been reviewed and approved by the Legal Department. Please place this item on the next available City Council Agenda. Should you have any questions or need additional information, please contact me at 873-6332.

PB/liw

C Ed Fry, Finance Director/City Treasurer

RECEIVED

MAY 09 2012

City Manager's Office

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (the "Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), by and between **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation, having a mailing address 121 SW Port St. Lucie, Port St. Lucie, Florida 34984 ("Owner"), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company ("Tenant").

WITNESSETH

WHEREAS, Owner and BellSouth Mobility, Inc. ("BellSouth"), as original tenant, entered into that certain Site Lease Agreement dated August 18, 1998 ("Original Lease") whereby Owner leased to BellSouth a portion of land consisting of approximately 2,800 square feet in the City of Port St. Lucie, St. Lucie County, Florida, together with access and utility easements thereto (the "Site"), as more particularly described in the Agreement; and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Site Lease Agreement ("First Amendment") dated as of December 18, 2000 wherein Owner leased to BellSouth additional land of approximately 1,527 square feet of land increasing the Site to 4,327 square feet as more particularly described in the First Amendment (the First Amendment and the Original Lease shall be collectively referred to herein as the "Agreement"); and

WHEREAS, the Agreement has an initial term and renewal terms that will expire on August 17, 2023 (the "Original Term"), and Owner and Tenant desire to enter into this Amendment in order to amend the Agreement to, among other things, provide for additional renewal terms beyond the Original Term; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant hereby acknowledge the accuracy of and agree to the recitals in the "WHEREAS" paragraphs set forth above, which are further hereby incorporated into this Amendment, and additionally agree as follows:

1. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. Any reference to "BMI" in the Agreement shall be deleted and substituted therein with "Tenant."
2. **Initial Term Commencement Date**. The parties hereby ratify and affirm that the commencement date for the Initial Term of the Agreement was August 18, 1998.
3. **Paragraph 2 Amendment: Extended Term**. Paragraph 2 of the Agreement is hereby amended to delete the third (3rd) sentence thereof and insert in lieu thereof the following:

"This Agreement will be automatically renewed for six (6) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless Tenant provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term."

The Initial Term and the Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by ten (10) years and that, unless terminated sooner, the final Renewal Term of the Agreement will expire on August 17, 2033.

5. **Paragraph 6 Amendment: Notice.** Paragraph 6 of the Agreement, as amended by the Second Amendment, is hereby amended by deleting the address for Tenant, and inserting in lieu thereof the following:

TENANT: Crown Castle South LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
Re: Cell Site #813810 – St. Lucie West-02
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

6. **Authority.** Owner represents and warrants that, as of the date of this Amendment, Owner is duly authorized and has the full power, right and authority to enter into this Amendment and to perform all of the Owner's obligations under this Amendment and to execute and deliver this Amendment to Tenant.

7. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Amendment is hereby amended to be consistent.

8. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

9. **Counterparts.** This Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

10. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the public records of St. Lucie County, Florida, at any time following the execution of this Amendment by all parties hereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;
SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Tenant have caused this Amendment to be duly executed as of the date of their execution.

OWNER:

Signed, sealed and delivered in the presence of:

THE CITY OF PORT ST. LUCIE.
a Florida municipal corporation

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____ :

: ss

COUNTY OF _____ :

The foregoing Second Amendment to Site Lease Agreement was acknowledged before me this ____ day of _____, 2012, by _____, as the _____ of **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Second Amendment to Site Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:

[Seal]

My Commission Expires:

St. Lucie W.

St. Lucie West - 02

I

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: St. Lucie West -02
Site Address: 450 S.W. Thornhill Drive
Port St. Lucie, Florida 34984

1. Premises and Use. The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to BellSouth Mobility Inc. ("BMI"), the Site described in Exhibit "B."

In location(s) ("Site") shown on Exhibit "A," together with a non-exclusive easement for reasonable access thereto and, in the discretion of BMI, source of electric telephone facilities. The Site will be used by BMI for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. BMI will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

Owner also hereby grants to BMI the right to survey said Property, and the legal description on said survey shall then become Exhibit "B," which shall be attached hereto and made a part hereof and shall control in the event of discrepancies between it and Exhibit "A." Owner grants BMI the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by BMI to be relevant and pertinent, as such information relates to Owner's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is required during construction, installation, maintenance, and operation of the Communication Facility.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date BMI signs this Agreement, or if BMI signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each commencing on each five (5) year anniversary of the Rent Start Date, unless BMI provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term should BMI fail to reasonably cooperate with the City under the terms of this Agreement, the City is not obligated to automatically renew said Agreement. The City must give BMI written notice within ninety (90) days prior to expiration if this Agreement of its intent not to renew.

3. Rent. Rent will commence on the Rent Start Date. Rent will be paid annually in-advance beginning on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be the first day of the month following execution of this Agreement. The annual rent will be

partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by _____ per year.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BMI is entitled access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BMI is not in default beyond the expiration of any cure period. BMI's access to the Site "at all times" means: That BMI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. BMI shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide BMI, contemporaneous with the signing of this Agreement, such access information, cards or keys as may be necessary to grant access. Owner agrees that in most cases simply giving the phone number of a maintenance person is insufficient for BMI's purposes and a key, access card or other self-executing method for entry or access is required. Owner agrees and understands that access is a material inducement to BMI making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant BMI access pursuant to the terms of this Agreement, it shall be deemed a material default of the PCS Site Agreement, and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. Assignment/Subletting. BMI will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, BMI may assign without Owner's prior written consent to any party controlling, controlled by or under common control with BMI or to any party which acquires substantially all of the assets of BMI. BMI may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Owner: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Attn.: City Manager
(561) 871-5163

BMI: BellSouth Mobility, Inc.
5201 Congress Avenue
Boca Raton, Florida 33487
Attn.: Network Real Estate Manager
(561) 995-3000

7. Improvements. BMI may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with BMI with respect to obtaining any required zoning approvals for the Site and such improvements.

Upon termination or expiration of this Agreement, BMI may remove its equipment and improvements (excluding landscaping or plant life) and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate BMI's financing of the said improvements and will execute such documents as may be reasonably necessary.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BMI will substantially comply with all applicable laws relating to its possession and use of the Site, including, without limitation, posting requirements of the Federal Communications Commission.

9. Interference. BMI will remove technical interference problems with other equipment located at the Site as of the commencement date of this Agreement or any equipment that becomes attached to the Site at any future date when BMI desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment, upgrades or enhancements by others which results in technical interference problems with BMI's then existing equipment. Upon written notice to BMI, BMI shall be given a reasonable time to cure said interference.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

10. Utilities. Owner represents that utilities adequate for BMI's use of the Site are available. BMI will pay for all utilities used by it at the Site. Owner will cooperate with BMI's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. BMI may terminate this Agreement at any time with written notice to Owner without further liability if BMI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership, or appropriately clear title to the Site or authority to enter into this Agreement, or if BMI determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BMI shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance. BMI shall indemnify and hold Owner harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by BMI, its servants or agents, excepting; however, such claims or damages as may be due to or caused by the acts of the Owner, or its servants or agents.

BMI will provide a certificate of insurance upon execution of this lease Agreement naming the City of Port St. Lucie as an additional insured. The certificate of insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage thereunder. BMI will maintain in effect a policy or policies of insurance covering personal property located

on the leased property and BMI's improvements to the leased property paid for and installed by BMI providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage."

BMI shall also provide Commercial General Liability insurance with minimum limits of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) for injury to or death of one or more persons in any one occurrence and ONE MILLION AND 00/100 DOLLARS (\$1,000,000) for damage to or destruction of properties in any one occurrence, with THREE MILLION AND 00/100 DOLLARS (\$3,000,000) general aggregate insurance coverage. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; claims-made policies shall not be accepted by the City.

15. Taxes. BMI shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. BMI shall reimburse the Owner as additional rent for any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by BMI and are not separately levied or assessed against BMI's improvements by the taxing authority.

16. Removal. BMI upon termination of this Agreement, shall, within a reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear accepted. At Owner's option when this Agreement is terminated and upon Owner's advanced written notice to BMI, BMI will leave the foundation and security fence to become property of the Owner. If BMI remains on the Property after termination of this Agreement, BMI shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

(a) Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits.

1. Towers up to 150 feet in height =
2. Towers 151 to 200 feet in height =
3. Towers 201 to 300 feet in height =

Tower height shall be measured from the base of the structure.

17. Owner and BMI agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and BMI agree to take such actions as may be necessary to permit such recording or filing.

BMI, at BMI's option and expense, may obtain title insurance on the space leased herein. Owner, shall cooperate with BMI's efforts to obtain such title insurance policy by executing documents, or at BMI's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, Owner shall use diligent effort to cure defects in title. At BMI's option, should the Owner fail to provide requested documentation within thirty (30) days of BMI's request, or fail to provide the Non-Disturbance instrument(s), BMI may withhold and accrue the monthly rental until such time as the requested document(s) are received, or if title is found to be defective and Owner has failed to cure the defects within a reasonable period, BMI may cancel this Agreement or cure the title defect at Owner's expense utilizing the withheld payments.

18. In connection with any litigation arising out of this Agreement, the prevailing party, whether Owner or BMI, shall be entitled to recover all reasonable costs incurred including reasonable attorneys' fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations. BMI shall pay to Owner of all rental revenues received from any co-locator. BMI shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by the Owner. Owner acknowledges and agrees that the continuity of BMI's services is of paramount importance. Owner shall at all times exercise the greatest care and judgment to prevent damage to BMI's services. Owner agrees that BMI may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of BMI.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

BMI shall allow the City of Port St. Lucie and/or St. Lucie County to co-locate its 800 MHZ System on this tower at no additional costs to the City and/or County. The City and/or County shall provide for the installation of the 800 MHZ system at its own cost. The City and/or County shall not cause interference with BMI's existing use of said tower.

20. Sale of Property. Should the Owner, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by BMI herein and/or the right-of-way thereto to a purchaser other than BMI, such sale shall be under and subject to this Agreement and BMI rights hereunder.

21. Casualty. If BMI's Communications Facility or improvements are damaged or destroyed by fire or other casualty, BMI shall not be required to repair or replace the Communications Facility or any of BMI's improvements made by BMI. BMI shall not be required to expend for repairs more than 50 percent (50%) of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within one hundred twenty (120) days following the date of the damage or destruction. BMI may terminate this Agreement by giving written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void and Owner and BMI shall have no other further obligations to each other, other than BMI's obligation to remove its property as hereinafter provided.

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

23. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

(b) this Agreement is governed by the laws of the State in which the Site is located; (c) this Agreement (including the exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" and Exhibit "B."

In witness whereof, the undersigned parties have executed this Agreement on the 18th day of August, 1998.

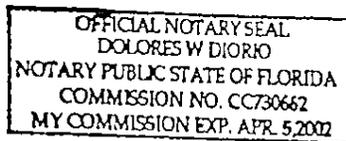
[Signature]
Witness Denise M. French
[Signature]
Witness Margraet McGrath

CITY OF PORT ST. LUCIE

By: [Signature]
Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
Tax No.: 59-6141662

The foregoing was sworn to and acknowledged before me this 18th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.

[Signature]
Notary Public, State of Florida
Dolores W DiOrto
Printed Name of Notary Public
My Commission No.: _____
Expires: _____



[Signature]
Witness MARC EJELINSKI

[Signature]
Witness JOAN FIEGE

BELLSOUTH MOBILITY, INC.

By: [Signature]
5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: 58-1536270

The foregoing was sworn to and acknowledged before me this 27th day of July, 1998 by Jim Norman who is personally known to me or who produced _____ as identification, and who did take an oath.

Wendy A Bonner
Notary Public, State of Florida
Wendy A Bonner
Printed Name of Notary Public
My Commission No.: _____
Expires: _____

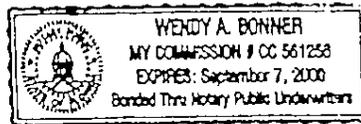


EXHIBIT 'B'

DESCRIPTION OF LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucia County, Florida, being a portion of Tract "O" of "Port St. Lucia Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucia County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 70.10 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 48.92 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 55.95 feet; thence North 63° 05' 48" East a distance of 39.99 feet; thence South 26° 54' 12" East a distance of 84.13 feet to the POINT OF BEGINNING.

Containing an area of 2,800.8 Square feet.

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucia County, Florida, being a portion of Tract "O" of "Port St. Lucia Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucia County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 79.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 79.52 feet; thence North 26° 54' 12" West a distance of 380.68 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucia County, Florida, being a portion of Tract "O" of "Port St. Lucia Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucia County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.62 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

REVISED 7/7/98 - CHANGED LEASE , ADD UTIL. ESMT.

Bellsouth Mobility - St. Lucia West-02

William B. Zentz & Associates, Inc.



Land Survey Services

CERTIFICATE OF AUTHORIZATION (L.S.) No. 6840
953 Old Dixie Highway, Suite B-4
Vero Beach, FL 32960
Phone: (561) 567-7552
Fax : (561) 567-1751


WILLIAM B. ZENTZ, PLS.
REGISTERED LAND SURVEYOR No. 5276
STATE OF FLORIDA

JOB No.

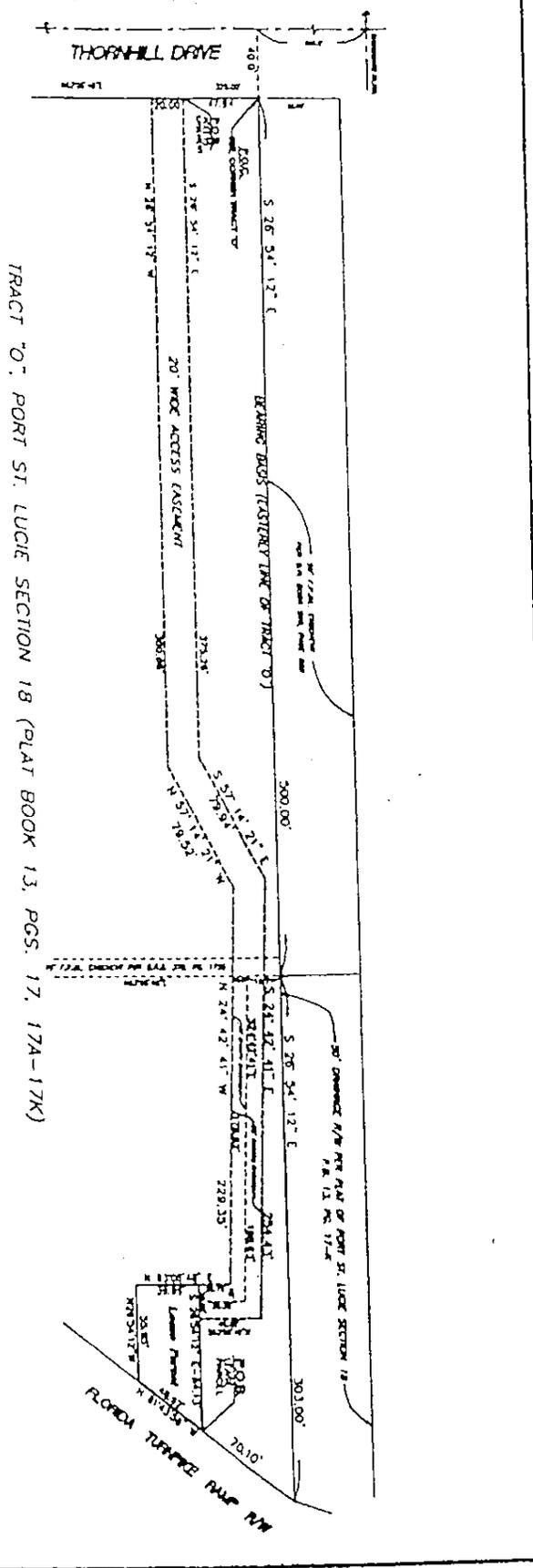
100-1

DATE

6/2/

SHEET

1



Notes :

1. THIS IS NOT A SURVEY .
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WZ
 William B. Zornitz & Associates, Inc.
 Land Survey Engineers
 1000 S. US Highway 1
 Port St. Lucie, Florida 34952
 Phone: (888) 333-3333
 Fax: (888) 333-3333

Division of Description
 for Database Activity
 Date: 01/14/2002
 FL Lucie County, Florida

1/09-1072

REVISED 7/7/98 - CHANGED LEASE . ADD UTIL. ESMT.

PREPARED BY AND UPON
RECORDING MAIL TO:

Well, Gotshal & Manges LLP
701 Brickell Avenue
Suite 2100
Miami, FL 33131
Attention: Barbara E. Overton, Esq.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1913238 OF BOOK 1392 PAGE 1395
Recorded: 05/14/01 11:38

RECEIVED

MAY 31 2001

City Manager's Office

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 5th day of December, 2000, between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Lessor"), and BELLSOUTH MOBILITY LLC, a Georgia corporation ("BellSouth").

WITNESSETH:

WHEREAS, Lessor and BellSouth are parties to a Site Lease Agreement dated August 18, 1998 (as supplemented by a letter agreement dated March 15, 2000, the "Lease"), the terms of which are incorporated herein by reference, whereby BellSouth leases certain real property located in the City of Port St. Lucie, St. Lucie County, State of Florida as such property is more particularly described in the Lease (the "Property"); and

WHEREAS, the parties wish to modify certain terms and conditions of the Lease as provided herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Status Of Parties.** The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Lease accruing on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Additional Property.** This Amendment is being executed to add an approximately twelve hundred square foot (1,200 sq. ft.) area to the Lease (the "Additional Space"). Exhibit "B" of the Lease describing the Property, and the access and utility easements, shall be and is hereby modified to be as set forth on the sketch attached hereto as Schedule "A" and incorporated herein by reference. Upon execution of this Amendment, Lessor grants to BellSouth and/or Crown (as defined in the March 15, 2000 letter agreement) the right to survey the Property (including the Additional Space), with such a survey replacing Schedule "A" of this Amendment

BellSouth's Initials: BM

Landlord's Initials: JHK

BellSouth Site No.: BRA 328 (St. Lucie West-02)

MI1:9240407UJZ@5021.DOC\39632.0005

City Contract #20010349

and being incorporated herein as Schedule "B" and in the Lease as Exhibit "B". Schedule "B" shall control in the event of discrepancies between Schedule "A" and Schedule "B".

3. **Approvals.** BellSouth and/or Crown shall use the Additional Space for the purpose of constructing, maintaining and operating a communication facility and uses incidental thereto. Lessor grants BellSouth and/or Crown the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance and operation of the communication facility on the Additional Space. Lessor agrees to cooperate with BellSouth and/or Crown with respect to obtaining any required zoning approval for the Additional Space and such improvements.

4. **Revenue Sharing.** The parties acknowledge that pursuant to Paragraph 19 of the Lease, Lessor is entitled to 50% of all rental revenues received from any co-locator; provided, however, that BellSouth and/or Crown shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by Lessor. Lessor further acknowledges that it will not be entitled to share in or receive any portion of any sublease payment or other consideration paid by Crown to BellSouth.

5. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

6. **No Other Amendments.** Except as expressly modified by this Amendment, the Lease remains unchanged and in full force and effect.

7. **Recordation.** At the request of either party, a memorandum of this Amendment, or an amendment to any previously recorded memorandum or short form of lease, shall be executed by the parties and recorded in the proper recording office.

(Remainder of page intentionally left blank.)

OR BOOK 1392 PAGE 1400

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

Witnesses:

[Signature]
Print Name: CLAY-DAVID
[Signature]
Print Name: Darlene Council

BELLSOUTH:

BELLSOUTH MOBILITY LLC
a Georgia LLC
BY: [Signature] [Signature]
Name: Stephen A. Brak-
Title: Executive Director

LESSOR:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation
By: [Signature]
Name: DONALD B. ROOPER
Title: City Manager

[Signature]
Print Name: Dolores DiCamillo
[Signature]
Print Name: TERRY M. JOHNSON

OR BOOK 1392 PAGE 1401

STATE OF GEORGIA :
 : SS
COUNTY OF FULTON :

The foregoing instrument was acknowledged before me this 4th day of December, 2000, by Stephen A. Brake as Executive Director of BellSouth Mobility LLC a Georgia LLC on behalf of said ^{company} corporation. He/She is personally known to me or has produced _____ as identification.

Melodie M. Hooker

Signature of Notary Public
Gwinnett County

MELDIE M. HOOKER

Printed Name of Notary Public

My Commission Expires: 02/25/2003

[Seal]

OR BOOK 1392 PAGE 1402

STATE OF FLORIDA :
 : SS
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me this 18th day of December, 2000, by David B. Cooper as City Manager of The City of Port St. Lucie, a Florida municipal corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Karen Ann Phillips

Signature of Notary Public
KAREN ANN PHILLIPS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 00000000
MY COMMISSION EXPIRES 01/01/01

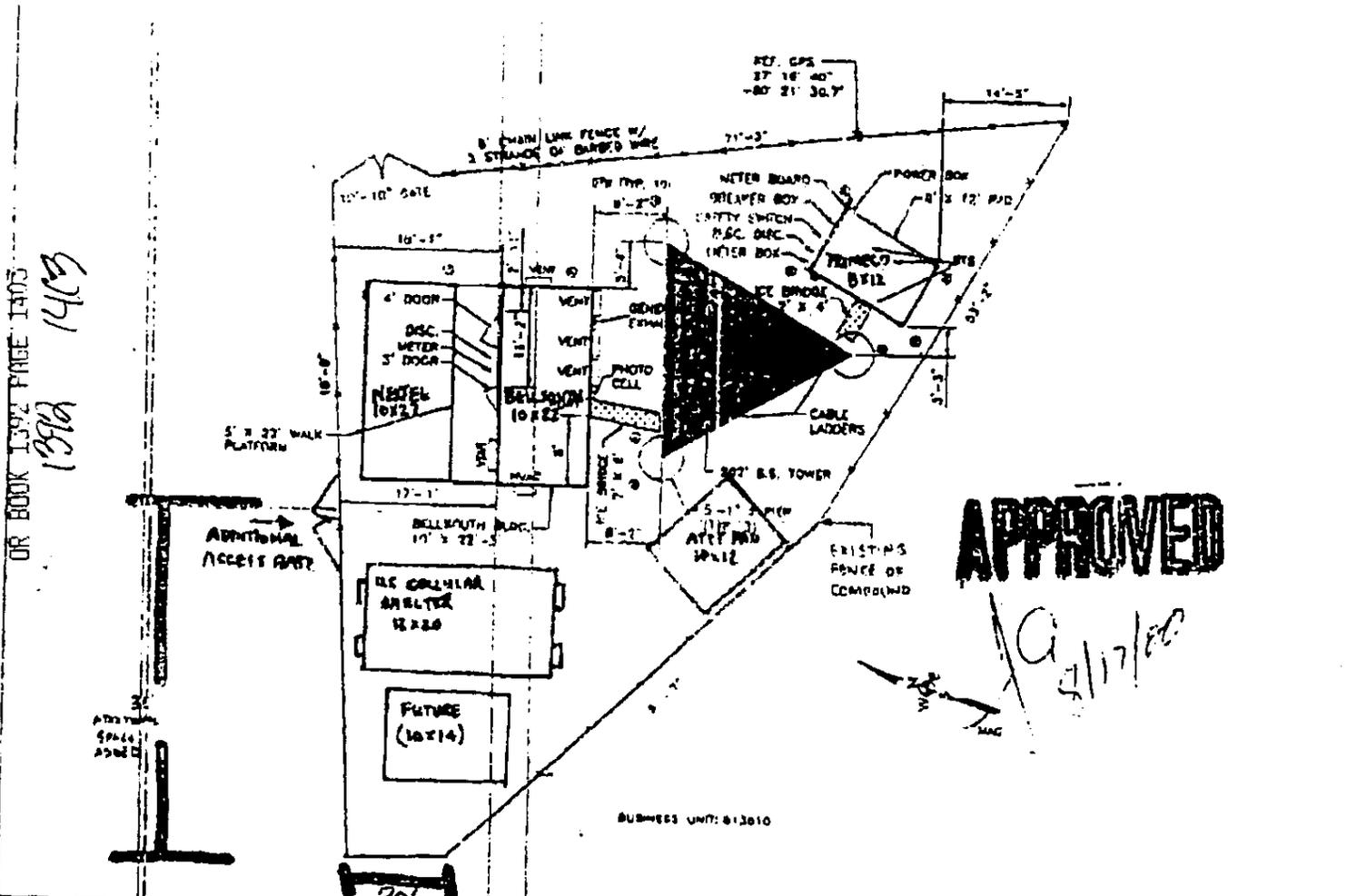
Printed Name of Notary Public

My Commission Expires:

[Seal]

SCHEDULE "A"

[ATTACH ROUGH SKETCH]
(Including Right of Way)



OR BOOK 1392 PAGE 1405
1392 1405

APPROVED

9/17/00

BUSINESS UNIT: 813010

DATE	NO.	BY	FILE NAME	<p>CROWN COMMUNICATIONS CONSULTING • TOWER DESIGN • SITE DEVELOPMENT</p>	APPROVED FOR CONSTRUCTION	SCALE: = 1/2"
DATE	NO.	BY	DRAWING NAME		Cost Director	DATE
DATE	NO.	BY	BRA328 ST. LUCIE W-02		Network Director	DATE
DATE	NO.	BY	TOWER SITE PLAN			

BellSouth Site No.: BRA 328 (St. Lucie West-02)

MII:1924040211Z@S021.DOC39632.0005

SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION OF ACCESS EASEMENT

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 63° 05' 48" West along the Southerly right-of-way line of Thornhill Drive a distance of 47.94 feet to the POINT OF BEGINNING; thence departing from said Southerly right-of-way line, South 26° 54' 12" East a distance of 375.26 feet; thence South 57° 14' 21" East a distance of 78.94 feet; thence South 24° 42' 41" East a distance of 254.43 feet; thence South 63° 05' 48" West a distance of 40.00 feet; thence North 26° 54' 12" West a distance of 20.00 feet; thence North 83° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 229.35 feet; thence North 57° 14' 21" West a distance of 78.52 feet; thence North 26° 54' 12" West a distance of 380.65 feet to a point on said Southerly right-of-way line of Thornhill Drive; thence North 63° 05' 48" East along said Southerly right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 14,600.3 Square feet.

DESCRIPTION OF UTILITY EASEMENT

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence South 63° 05' 48" West a distance of 19.71 feet to the POINT OF BEGINNING; thence South 24° 42' 41" East a distance of 188.63 feet; thence South 63° 05' 48" West a distance of 30.38 feet; thence North 26° 54' 12" West a distance of 10.00 feet; thence North 63° 05' 48" East a distance of 20.75 feet; thence North 24° 42' 41" West a distance of 178.82 feet; thence North 63° 05' 48" East a distance of 10.01 feet to the POINT OF BEGINNING.

Containing an area of 2,092 Square feet.

DESCRIPTION OF CROWN LEASE PARCEL

A parcel of land lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plat Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Tract "O", proceed South 26° 54' 12" East along the Easterly line of said Tract "O" a distance of 500.00 feet; thence continue South 26° 54' 12" East along said Easterly line of Tract "O" a distance of 303.00 feet to a point on the North line of the Florida's Turnpike ramp right-of-way; thence North 81° 43' 58" West along said Northerly right-of-way line a distance of 119.02 feet to the POINT OF BEGINNING; thence continue North 81° 43' 58" West along said Northerly right-of-way line a distance of 42.82 feet; thence departing from said right-of-way line, North 26° 54' 12" West a distance of 31.29 feet; thence North 63° 05' 48" East a distance of 35.00 feet; thence South 26° 54' 12" East a distance of 55.95 feet to the POINT OF BEGINNING.

Containing an area of 1,527 Square feet.

North 81°
thence
thence
West
00 feet
54' 12"