St. Lucie Title Services, Inc.

800 Virginia Avenue
Suite 47
Ft. Pierce, FL 34982

Invoice

Date	Invoice #
9/13/2021	50388

Bill To
City of Port St. Lucie

Description	Amount
Property Report/450 SW Thornhill	150.00

Total $150.00

Phone #	Fax #
772-466-5238	772-466-5294

ST. LUCIE TITLE SERVICES, INC.
800 Virginia Ave., Ste 47
Ft. Pierce, FL 34982
(772) 466-5238

PROPERTY INFORMATION REPORT

File Number 50388

Effective date of this search is September 2, 2021 at 8:00 a.m.

At the request of City of Port St Lucie a search has been made of the Public Records of St. Lucie County, Florida, of that property described as follows:

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of Port St. Lucie Section Eighteen recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and
17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the Point of Beginning of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing North18°05'48" East), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the Point of Beginning.

AND

A portion of tract "O" of Port St. Lucie Section Eighteen as recorded in plat book 13, pages 17 and 17A through 17K of the public records of St. Lucie County, Florida; being more particularly described as follows:
Commencing at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the Point of Beginning of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Port St. Lucie, also known as Port St. Lucie

by virtue of Warranty Deed recorded in Official Records Book 311 page 2692 and Quit Claim Deed recorded in Official Records Book 1014 page 2490

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of Commencement recorded November 3, 2020, in Official Records Book 4501, Page 2763.

Additional Information

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Port St. Lucie Section Eighteen, recorded in Plat Book 13, Page 17, 17A - 17K, inclusive, of the Public Records of St. Lucie County, Florida.

B. Reservations contained in Warranty Deed recorded July 5, 1979, in Official Records Book 311, Page 2692.

C. Declaration of party Wall Easement recorded December 13, 1990, in Official Records Book 719, Page 124.

D. Uniform Water and Sewer Extension and Service Agreement recorded January 13, 1994, in Official Records Book 880, Page 140.

E. Reservations contained in Quit Claim Deed recorded May 14, 1996, in Official Records Book 1014, Page 2490.

F. Bellsouth Mobility, Inc., Site Lease Agreement recorded December 22, 1999, in Official Records Book 1269, Page 2522, as affected by First Amendment to Lease Agreement recorded in Official Records Book 1392 page 1399.

G. Memorandum of Agreement recorded October 4, 2001, in Official Records Book 1441, Page 1297.

H. Site Designation Supplement and Memorandum of Sublease recorded August 9, 2002, in Official Records Book 1565, Page 388.

I. Memorandum of Site Lease Acknowledgement recorded December 30, 2004, in Official Records Book 2125, Page 2093.

J. Non Exclusive Easement by and between City of Port St. Lucie, Grantor, and BellSouth Telecommunications, Inc, Grantee, recorded March 31, 2011, in Official Records Book 3281, Page 308.

K. Amended Memorandum of Co-Location Agreement recorded April 9, 2012, in Official Records Book 3377, Page 2728.

L. Non Exclusive Access Easement by and between City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2328.

M. Easement by and between The City of Port St. Lucie, Grantor, and Florida Power and Light Company, Grantee, recorded June 12, 2015, in Official Records Book 3756, Page 2343.

NOTE: 2020 Real Property Taxes in the gross amount of $0.00 are paid, under Tax I.D. No. 3420-585-0013-000/1.

This report shows only matters disclosed in the aforesaid Public Records and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion,

warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

St. Lucie Title Services, Inc.

Date: September 13, 2021

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Search > Account Summary > Bill Details

Print this page

Real Estate Account #3420-585-0013-000/1

Owner:
Port St Lucie City of

Situs:
450 SW THORNHILL DR
Port Saint Lucie

Parcel details
Property Appraiser
Government

Get bills by email

2020 Annual Bill

ST. LUCIE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2020 Annual Bill	65618	—	0011	$0.00	PAID Print (PDF)

If paid by: Sep 30, 2021
Please pay: $0.00

Combined taxes and assessments: $0.00

PAYMENTS MUST BE MADE IN US FUNDS.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
County Parks MSTU	0.2313	2,339,400	2,339,400	0	$0.00
Co Public Transit MSTU	0.1269	2,339,400	2,339,400	0	$0.00
Erosion District E	0.1763	2,339,400	2,339,400	0	$0.00
Law Enf,Jail,Judicial Sys	3.2324	2,339,400	2,339,400	0	$0.00
Co General Revenue Fund	4.2077	2,339,400	2,339,400	0	$0.00
Childrens Service Council	0.4765	2,339,400	2,339,400	0	$0.00
St Lucie Co Fire District	3.0000	2,339,400	2,339,400	0	$0.00
FL Inland Navigation Dist	0.0320	2,339,400	2,339,400	0	$0.00
City Of Port St Lucie	4.9807	2,339,400	2,339,400	0	$0.00
City Of PSL Voted Debt	0.9193	2,339,400	2,339,400	0	$0.00
School Discretionary	0.7480	2,339,400	2,339,400	0	$0.00
School Capital Improvemnt	1.5000	2,339,400	2,339,400	0	$0.00
School Req Local Effort	3.7010	2,339,400	2,339,400	0	$0.00

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
School Voter Referendum	1.0000	2,339,400	2,339,400	0	$0.00
Mosquito Control	0.1352	2,339,400	2,339,400	0	$0.00
S FL Wtr Mgmt District	0.2675	2,339,400	2,339,400	0	$0.00
Total Ad Valorem Taxes	**24.7348**				**$0.00**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	Port St Lucie City of	**Account**	3420-585-0013-000/1	**Assessed value:**	$2,339,400
Situs:	450 SW THORNHILL DR Port Saint Lucie	**Alternate Key**	65618	**School assessed value:**	$2,339,400
		Millage code	0011 -		
		Millage rate	24.7348		

2020 ANNUAL BILL		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$0.00	PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT O RUN S 26 DEG 54 MIN 12 SEC E 803 FT, TH N 81 DEG 43 MIN 58 SEC W 526.03 FT, TH N 37 DEG 58 MIN 10 SEC W 484 FT TONW COR OF TRACT O, TH N 63 DEG 05MIN 48 SEC E 87.90 FT TO PT OF NON-TANG CURVE, TH NLY AND ELY ALG N LI 39.27 FT TO PT OF TANG, TH N63 DEG 05 MIN 48 SEC E ALG N LI 410 FT TO POB (6.94 AC) (MAP 44/08N) (OR 311 ... View More	**Book, page, item:**	0311-2692-
Non-ad valorem:	$0.00		**Property class:**	
Total Discountable:	$0.00		**Range:**	40E
No discount NAVA:	$0.00		**Township:**	37S
Total tax:	$0.00		**Section:**	08
			Neighborhood:	IR06
			Value code:	00
			Use code:	8900
			Total acres:	6.94

EXEMPTIONS	
City of Port St LUcie	$2,339,400

St. Lucie County Tax Collector
P.O. Box 308, Ft. Pierce, Fl 34954-0308

© 2019–2021 Grant Street Group. All rights reserved.

WARRANTY DEED (FROM CORPORATION) RAMCO FORM A-3 (PHOTOSTAT)

450099

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D.* 19 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances*

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION,

By ERIC A. TRAUB, Senior Vice President

Signed, sealed and delivered in the presence of

Margaret B. Champagne

Enid M. Mahoney

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 1979

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JUL 24, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.

106467 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE JUL-5'79 PB 00.30

103422 FLORIDA DOCUMENTARY SURTAX JUL-5'79 PB 00.55

'79 JUL -5 AM 9:44

ST LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
D.C.

450099

BOOK 311 PAGE 2693

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District.

Legal review: Diane K. McKay
Print name: Diane K. McKay

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 28, 1998
Bonded Thru Notary Public Underwriters

222 qvd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

OR BOOK 1014 PAGE 2492

PARCEL "O-1"

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; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

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; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 1 OF 12 SHEETS

Book 13
Page 17

DESCRIPTION

A parcel of land lying in Sections 5, 6, 7, 8, 9, 10 and 17, Township 37 South, Range 40 East, all being more particularly described as follows:

1. All of Tracts "E", "F", "G", & "H" of Port St. Lucie, Section Thirteen, according to the plat thereof as recorded in Plat Book 12 at Pages 4 & 4A thru 4H of the Public Records of St. Lucie County, Florida. Lying in Sections 5, 6 and 7, Township 37 South, Range 40 East and containing 180.09 Acres more or less.

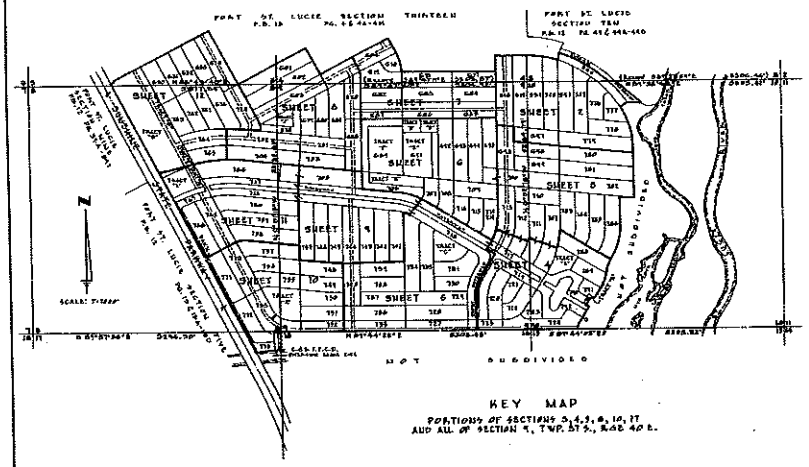
2. That portion of Section 8, Township 37 South, Range 40 East lying East of the East Right of Way Line of the Sunshine State Parkway. Containing 296.31 Acres more or less.

3. All of Section 9, Township 37 South, Range 40 East. Containing 646.73 Acres more or less.

4. That portion of Section 10, Township 37 South, Range 40 East, lying West of the following described boundary:
BEGINNING on the North line of said Section 10, S.89°58'48"E., 1055.10 feet from the Northwest corner thereof, run S.49°49'31"E. for 899.58 feet; thence N.88°58'54"W. for 328.14 feet; thence S.58°55'51"W. along a line radial to a 2193.64 foot radius circular curve, for 134.55 feet to a point on said curve; thence along the arc of said curve running to the right in a Southwesterly direction through a central angle of 3°41'46" for 1414.75 feet; thence S.0°13'55"W. for 714.20 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southeasterly along the arc of said curve through a central angle of 88°21'20" for 38.55 feet; thence S.1°46'35"W. for 100 feet; thence N.88°13'25"W. for 92.62 feet to the point of curvature of a circular curve to the right having a radius of 1925.07 feet; thence Westerly along the arc of said curve through a central angle of 4°13'28" for 141.60 feet; thence N.83°59'57"W. for 114.35 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Westerly and Southerly along the arc of said curve through a central angle of 45°34'20" for 49.82 feet; thence S.0°13'55"W. for 697.65 feet to the point of curvature of a circular curve to the right having a radius of 1160 feet; thence Southwesterly along the arc of said curve through a central angle of 21°38'25" for 644.80 feet; thence S.21°24'31"W. for 110 feet to the point of curvature of a circular curve to the left having a radius of 340.44 feet; thence Southwesterly along the arc of said curve through a central angle of 17° 41'16" for 104.32 feet to the point of reverse curvature of a circular curve to the right having a radius of 528.44 feet; thence Southwesterly along the arc of the last mentioned curve through a central angle of 23°42'16" for 218.72 feet; thence S.21°24'31"W. for 266 feet to the point of curvature of a circular curve to the right having a radius of 150 feet; thence Southwesterly and Northwesterly along the arc of said curve through a central angle of 90°00'00" for 164.10 feet; thence S.68°24'31"W. for 115 feet; thence S.57°59'29"E. for 90 feet; thence S.32°04'31"W. for 239 feet; thence S.57°59'29"E. for 10.0 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence easterly along the arc of said curve through a central angle of 42°59'29" for 18.84 feet to the point of reverse curvature of a circular curve to the right having a radius of 50 feet; thence Easterly, Southerly and Northwesterly along the arc of said curve having a radius of 50 feet through a central angle of 149°58'20" for 130.84 feet to the point of reverse curvature of a circular curve to the left having a radius of 25 feet; thence Northwesterly along the arc of the last mentioned curve through a central angle of 42°59'29" for 18.84 feet; thence N.32°04'31"W. for 10.00 feet; thence S.57°59'29"E. for 140.84 feet; thence S.0°15'40"W. for 533.5 feet to a point on the South line of said Section 10, and the point of terminus. All that portion of Section 10, Township 37 South, Range 40 East, lying West of the above described boundary and containing 124.80 Acres more or less.

5. That portion of Section 17, Township 37 South, Range 40 East, lying East of the East Right of Way Line of the Sunshine State Parkway and North of the North Right of Way Line of the Central and Southern Florida Flood Control District Diversion Canal C-24 and containing 2.76 Acres more or less.

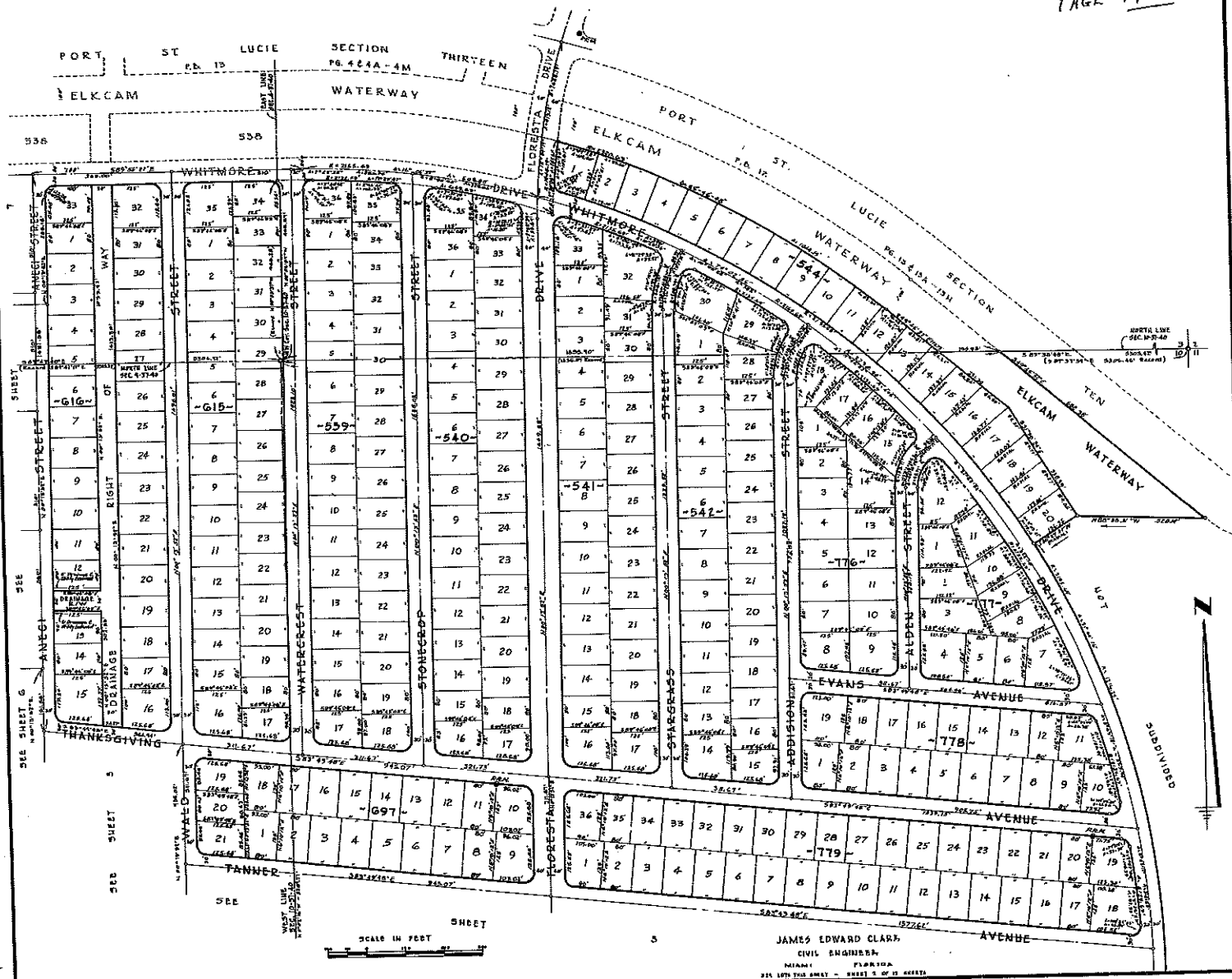
All of the above described lands lying in the City of Port St. Lucie, St. Lucie County, Florida and containing an aggregate total of 1138.79 Acres more or less.



PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 2 OF 12 SHEETS

BOOK 13
PAGE 17A

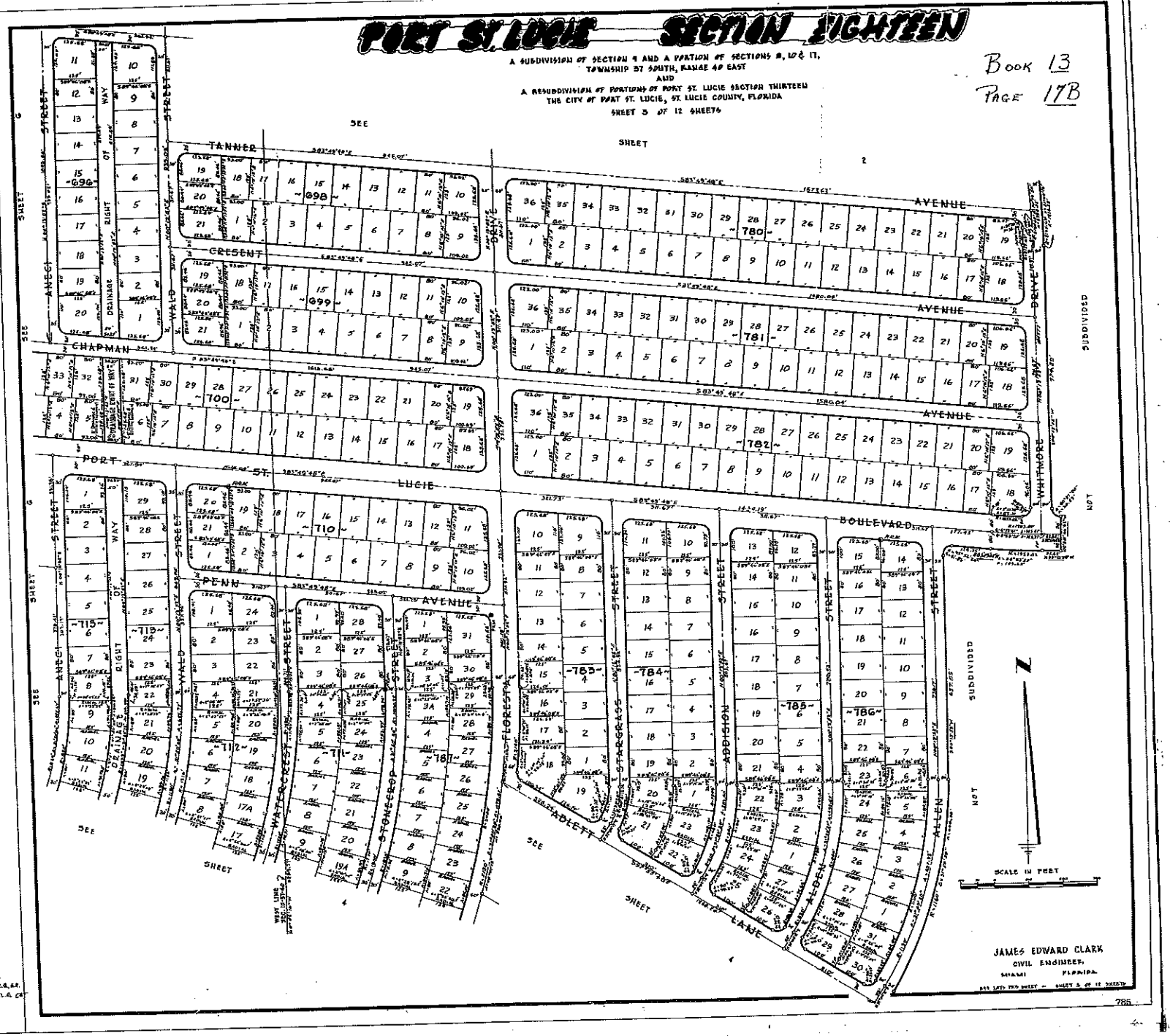


CALC. BY D.L.G.
DRAWN BY R.E.G.
CHECKED BY D.L.G.
APPROVED BY J.E.

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS

BOOK 13
PAGE 17B

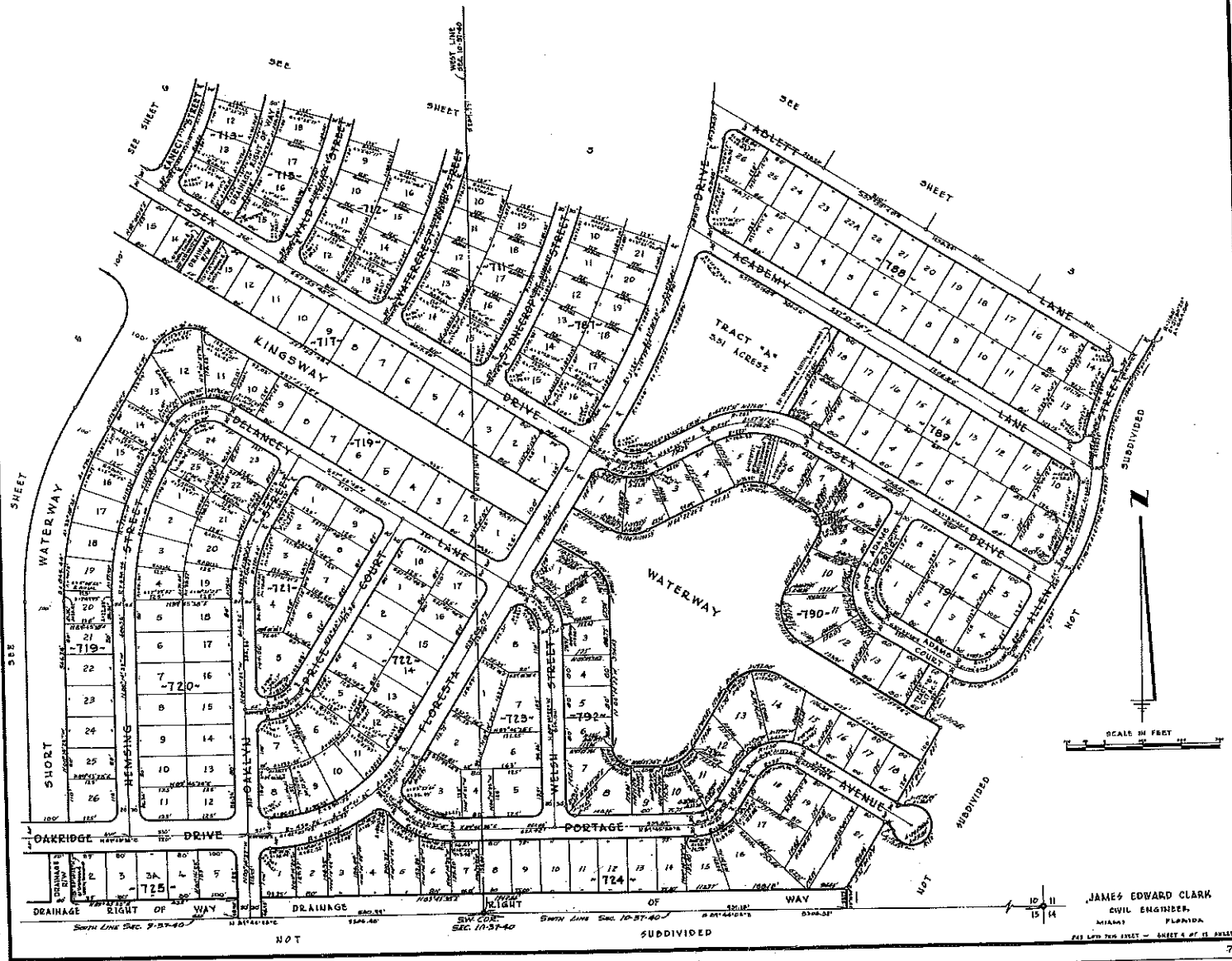


CALC. BY D.L.G.
DRAWN BY R.C.G.S.E.
CHECKED BY D.L.G.
APPROVED BY J.B.

PORT ST. LUCIE SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

BOOK 13
PAGE 17C



CALC. BY D.L.G.
DRAWN BY E.C.C.,G.E.
CHECKED BY D.L.G.
APPROVED BY: JE

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

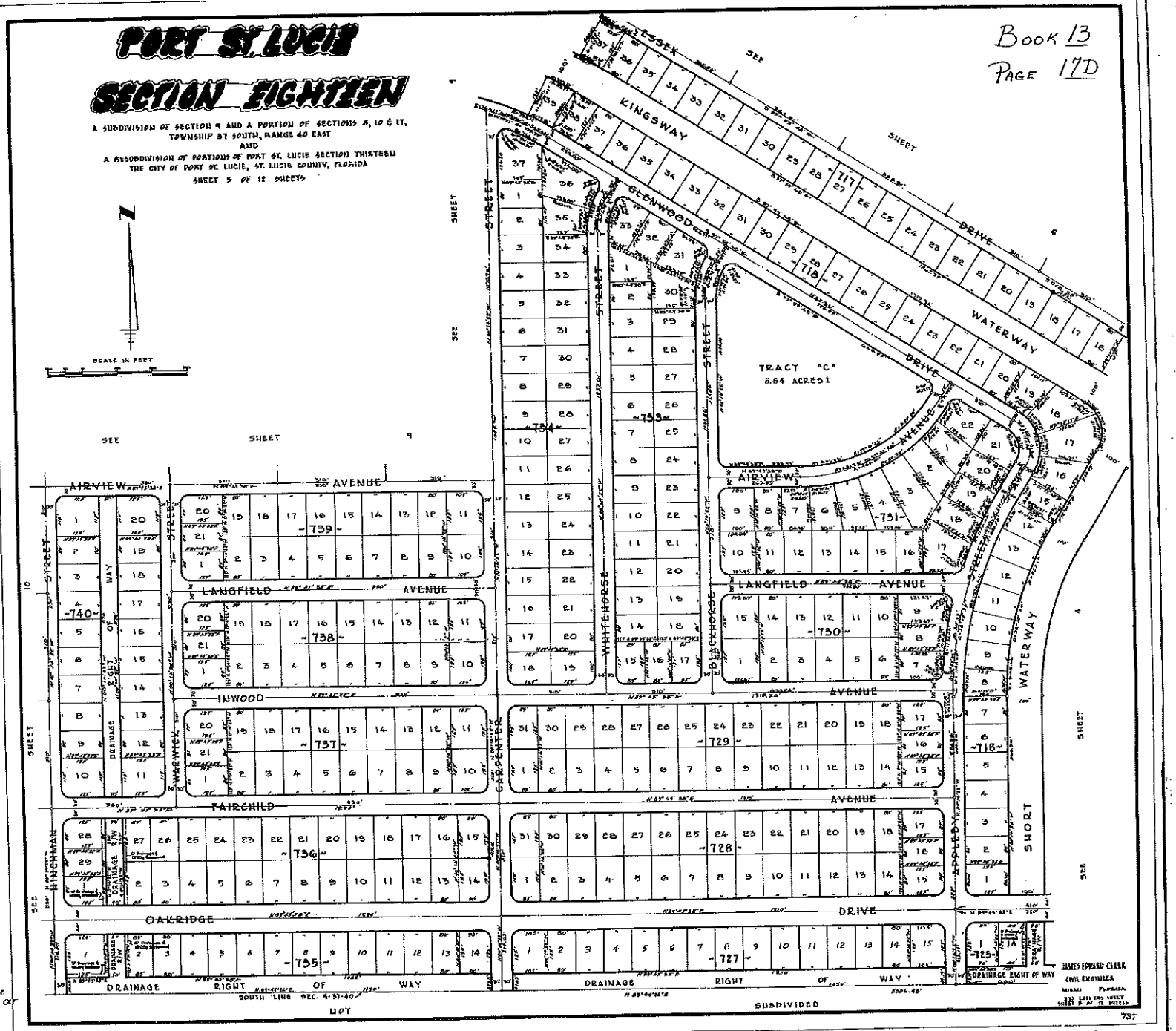
SHEET 6 OF 12 SHEETS

786

Book 13
Page 17D

PORT ST. LUCIE
SECTION EIGHTEEN

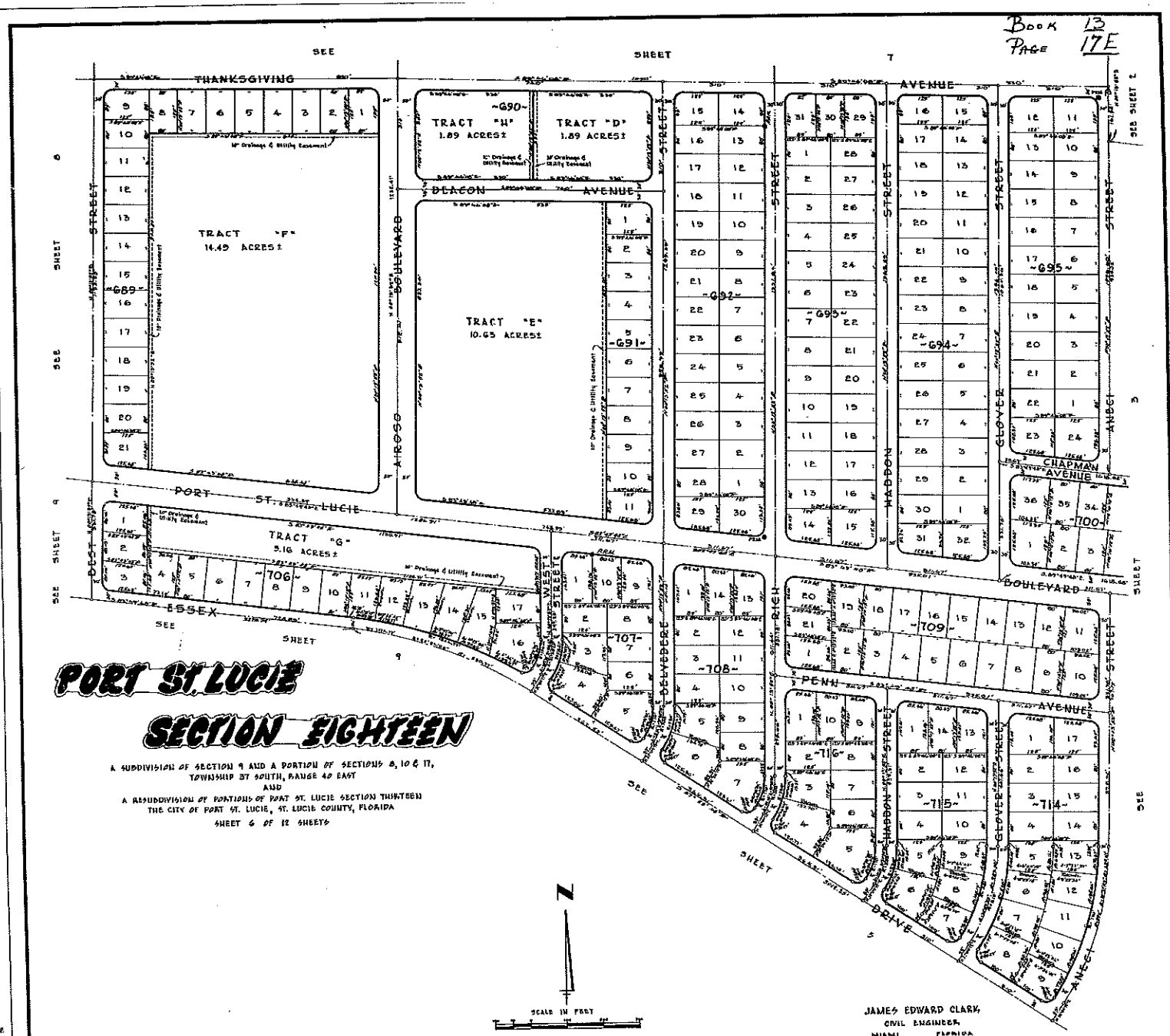
A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 5 OF 12 SHEETS



CALC. BY: D.L.G
DRAWN BY: H.K.F.
CHECKED BY: D.L.G
APPROVED BY: J.B.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI, FLORIDA
737

Book 13
Page 17E



PORT ST. LUCIE
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 6 OF 12 SHEETS

CALC. BY D.L.G.
DRAWN BY H.L.F., JR.
CHECKED BY D.L.G. CC
APPROVED BY: JB

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

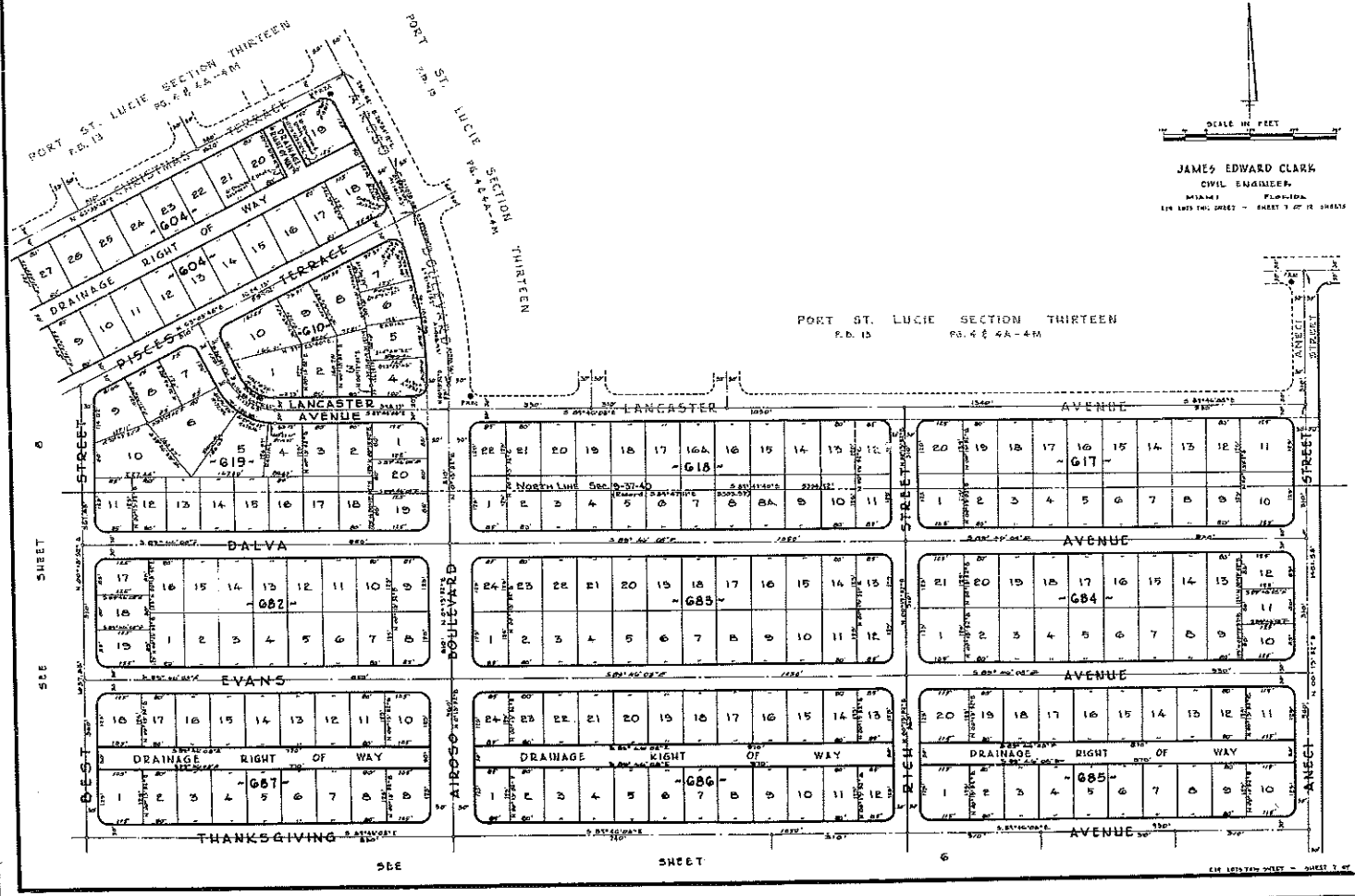
SEE LAST TWO SHEET — SHEET 6 OF 12 SHEETS

788

PORT ST. LUCIE SECTION EIGHTEEN

Book 13
Page 17F

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 7 OF 12 SHEETS



SCALE IN FEET

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA
THIS SHEET - SHEET 7 OF 12 SHEETS

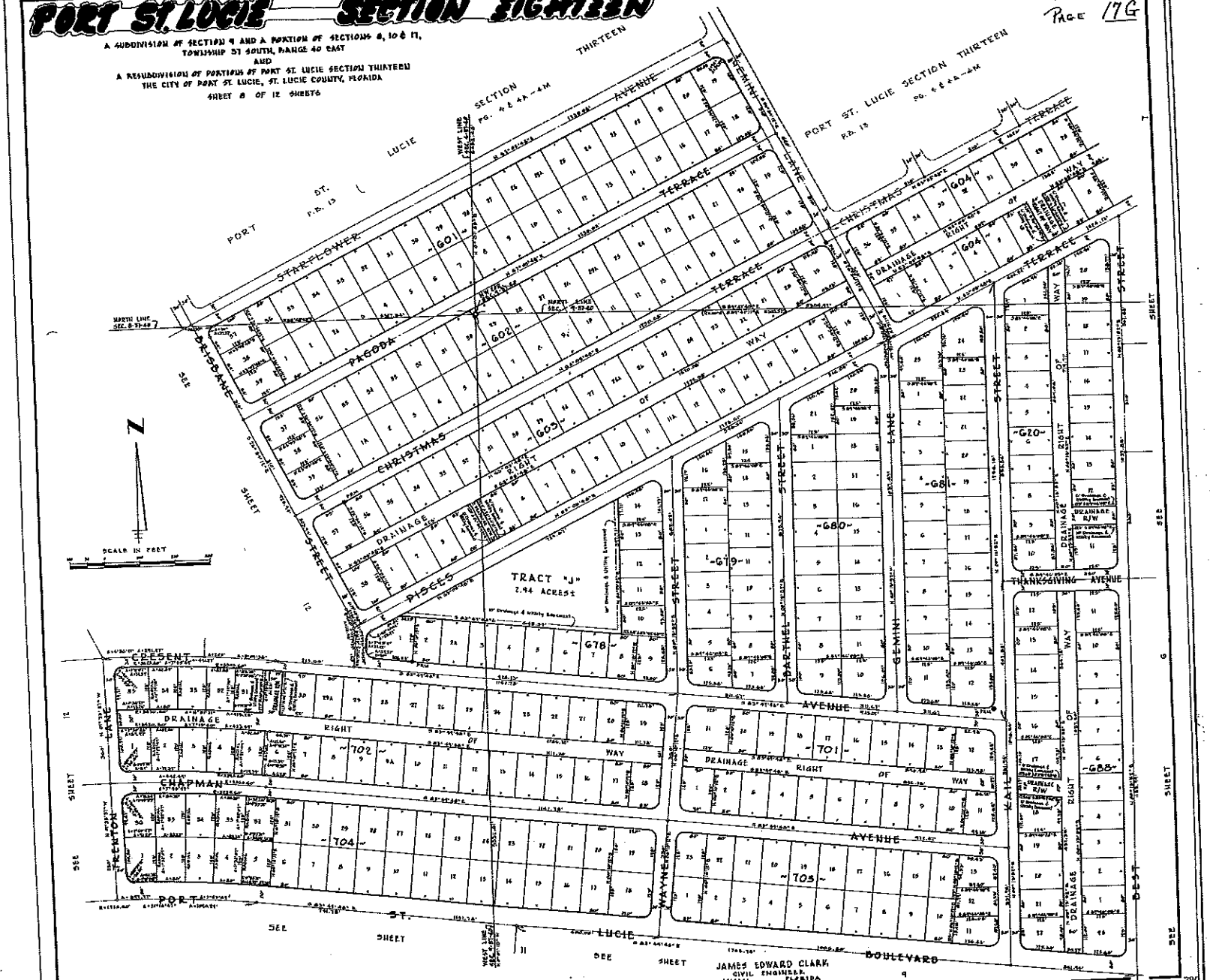
CALC. BY: D.L.G
DRAWN BY: H.M.S., J.C.
CHECKED BY: D.L.G
APPROVED BY: J.E.C.

THIS SHEET - SHEET 7 OF 12 SHEETS

Book 13
Page 17G

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 11, TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 8 OF 12 SHEETS



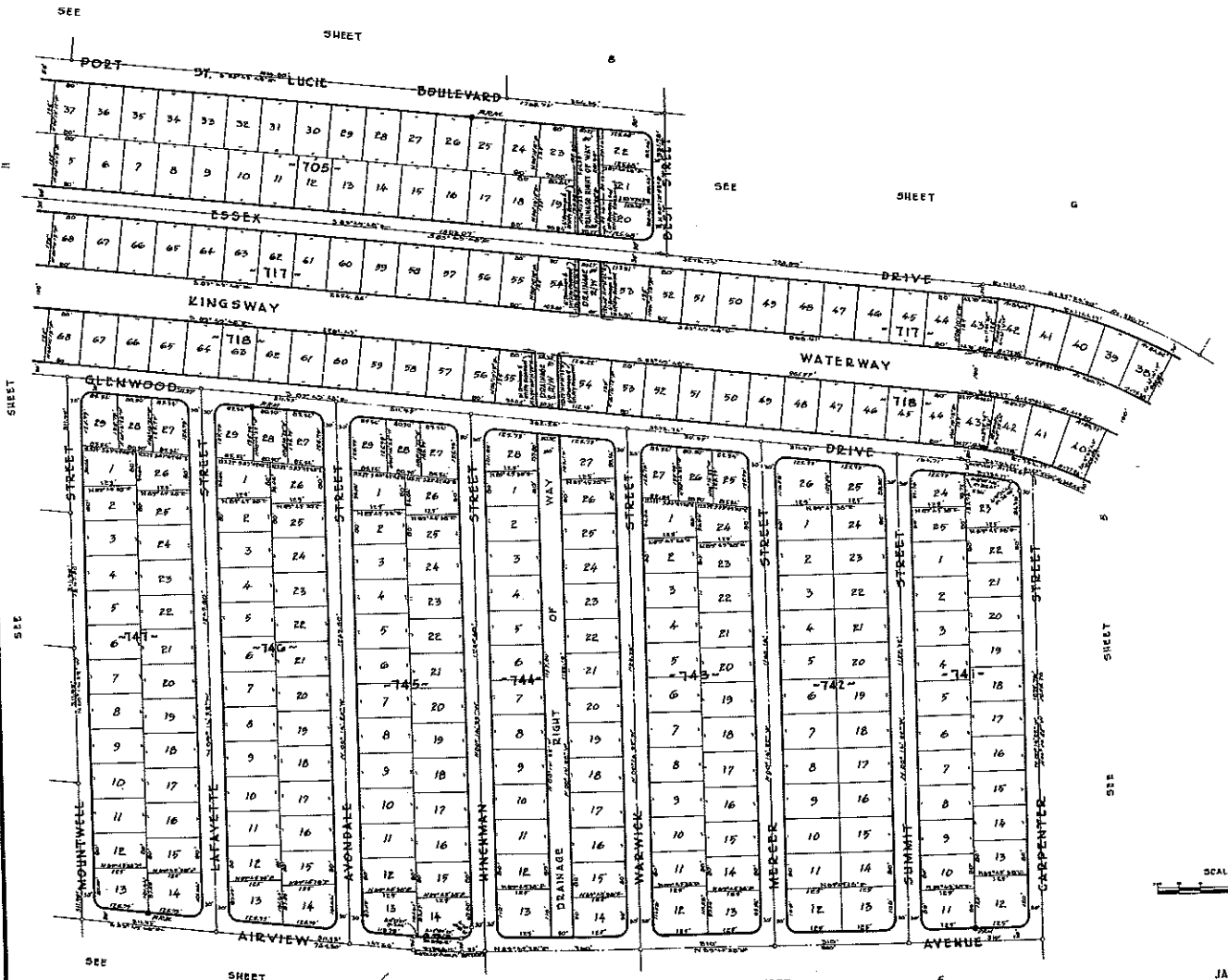
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA
STI LOTS TWO SHEET - SHEET 8 OF 12 SHEETS

Calc. By: D.L.G.
Drawn By: G.B.R.
Checked By: C.S.T.
Approved By: J.E.

PORT ST. LUCIE SECTION SIXTEEN

BOOK 13
PAGE 17H

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 9 OF 12 SHEETS

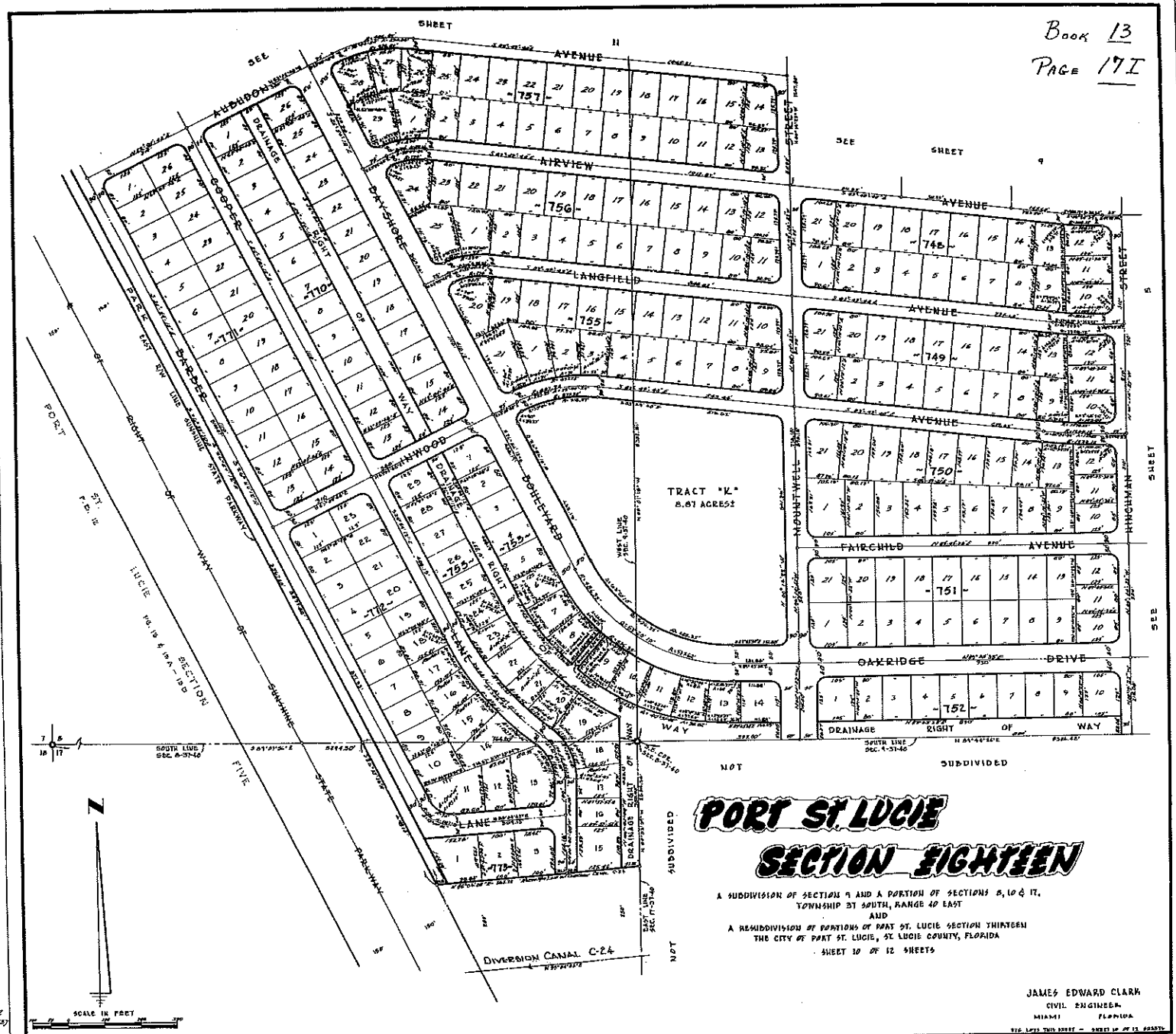


CALC. BY: D.L.E.
DRAWN BY: H.K.E., A.C.
CHECKED BY: D.L.E. CK
APPROVED BY: JB

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE SITE PLAN SHEET — SHEET 9 OF 12 SHEETS

Book 13
Page 17I



PORT ST. LUCIE
SECTION EIGHTEEN

A SUBDIVISION OF SECTION 7 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 10 OF 12 SHEETS

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

SEE SHEET 1 FOR LOTS THIS SHEET — SHEET 10 OF 12 SHEETS

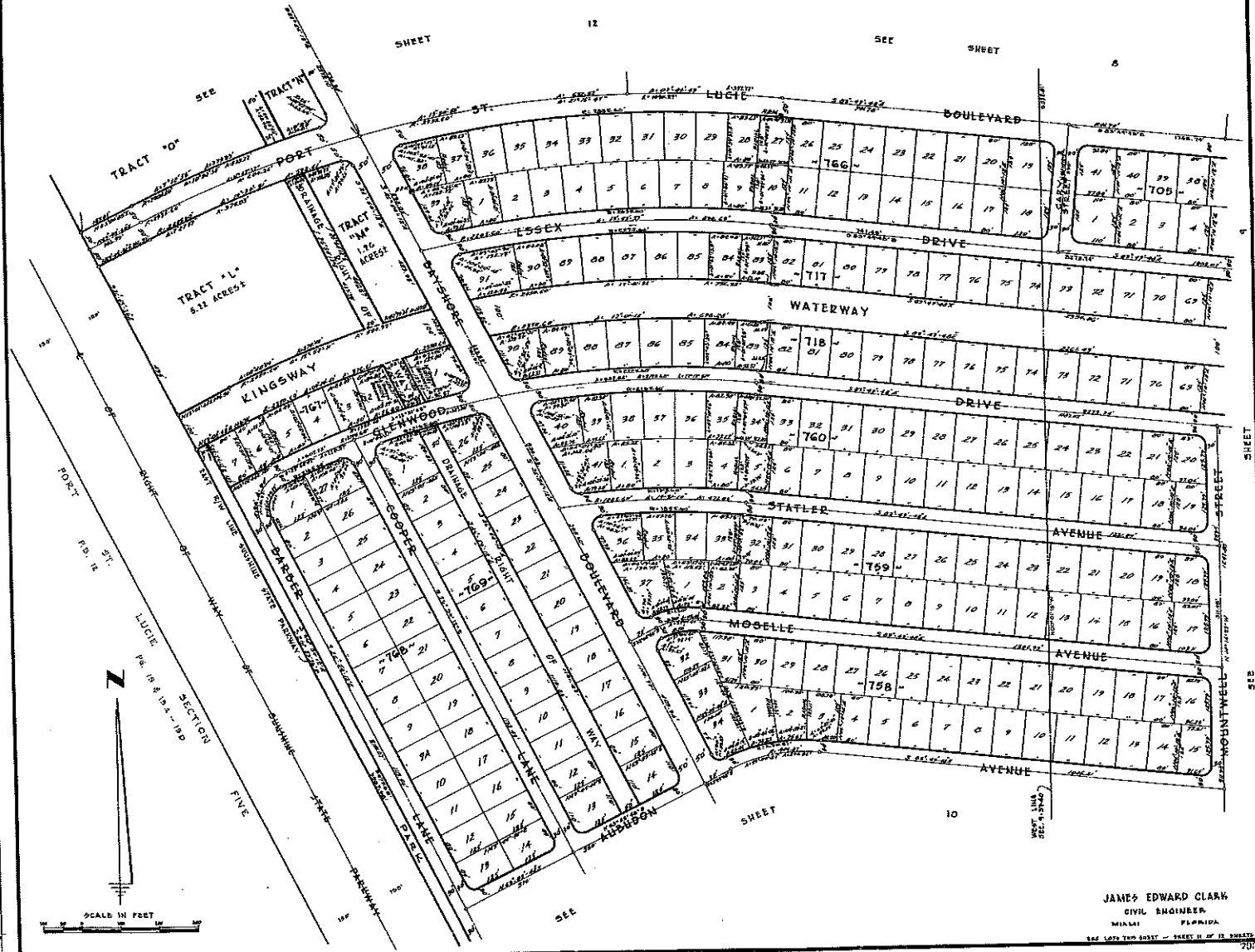
CALC. BY D.L.G.
DRAWN BY [illegible]
CHECKED BY D.L.G.
APPROVED BY J.E.C.

702

PORT ST. LUCIE — SECTION EIGHTEEN

Book 13
Page 17J

A SUBDIVISION OF SECTION 4 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 11 OF 12 SHEETS



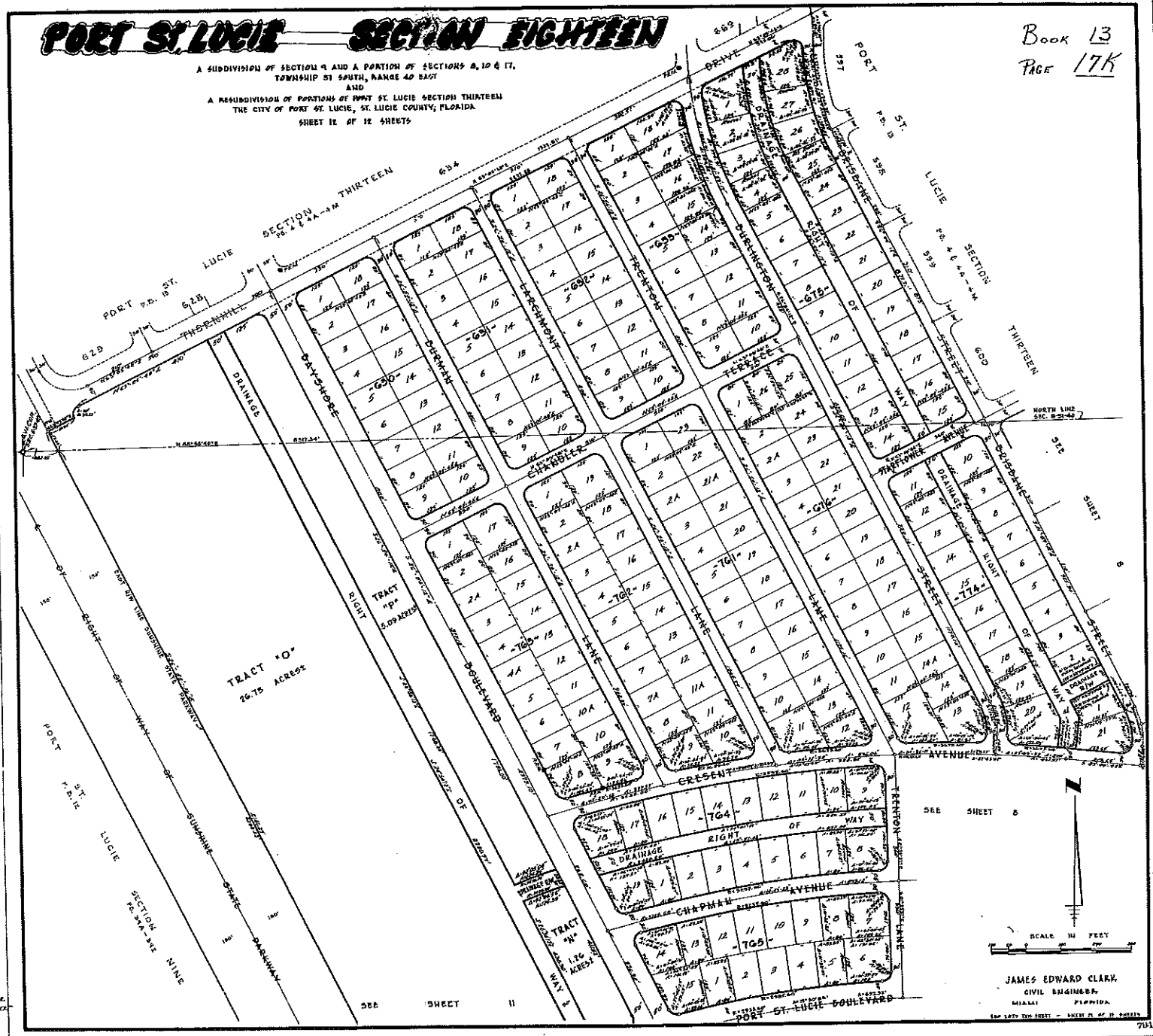
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI FLORIDA

CALC. BY: D.L.S.
DRAWN BY:
CHECKED BY: D.L.S.
APPROVED BY: JE

PORT ST. LUCIE — SECTION EIGHTEEN

A SUBDIVISION OF SECTION 9 AND A PORTION OF SECTIONS 8, 10 & 17,
TOWNSHIP 37 SOUTH, RANGE 40 EAST
AND
A RESUBDIVISION OF PORTIONS OF PORT ST. LUCIE SECTION THIRTEEN
THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
SHEET 12 OF 12 SHEETS

Book 13
Page 17K



CALC BY: D.L.G.
DRAWN BY: [illegible] GE
CHECKED BY: D.L.G. GE
APPROVED BY: JEC

WARRANTY DEED (FROM CORPORATION) RAMCO FORM A-3 (PHOTOSTAT)

450099

T

1-

.30
.55

This Warranty Deed *Made and executed the* 29th *day of* June, *A. D.* 19 79 *by*

GENERAL DEVELOPMENT CORPORATION

a corporation existing under the laws of Delaware *, and having its principal place of business at* 1111 South Bayshore Drive, Miami, Florida 33131 *hereinafter called the grantor, to* PORT ST. LUCIE, a Florida Municipal corporation

whose postoffice address is Morningside Boulevard, Pt. St. Lucie, Florida 33452

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows:-

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida. All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

This Deed is executed subject to taxes assessed for the year 1979 and to all subsequent years, to easements, conditions, limitations and restrictions of record and to the further particular restrictions and limitations as follows, to wit:

1. The Grantee acrees to provide effective screening to screen the property from public view as well as to enclose the subject property with fencing material.

2. The Grantee agrees that prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or

.....Cont'd.on Rider

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances*

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: SAUL J. SACK, Assistant Secretary

GENERAL DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of

By ERIC A. TRAUB, Senior Vice President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ERIC A. TRAUB and SAUL J. SACK

well known to me to be the Senior Vice President and Assistant Secretary respectively of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, A D 19 79

This Instrument prepared by:

(This Instrument Was Prepared By)

Address ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: JULY 26, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

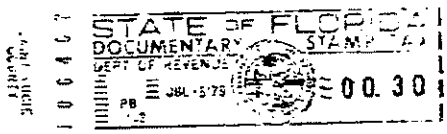
RIDER TO WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION TO PORT ST. LUCIE, a Florida Municipal corporation

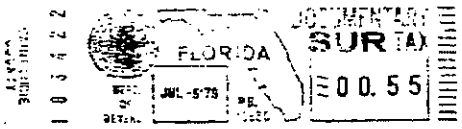
future alterations or modifications, all plans and specifications shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetical, functional and economical conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

3. The parties acknowledge and agree that the premises shall be used for the sole purpose of a maintenance compound and any modification or change in such use will require the consent and approval of Grantor.

4. The Grantee further agrees that it shall not erect, place or allow to be placed, any sign or other advertising matter in and about the subject property without the written consent of the Grantor.

5. The Grantee further agrees that it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, County, State and Federal authorities respecting the manner in which it uses the subject premises.





'79 JUL -5 AM 9 44

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER POITRAS
CLERK CIRCUIT COURT

450099

OR BOOK 311 PAGE 2693

1083592

DECLARATION OF PARTY WALL EASEMENT

By the CITY OF PORT ST. LUCIE, FLORIDA

For the benefit of

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

Dated as of September 1, 1990

Rec Fee $ 7.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ _____ Clerk of Circuit Court
Int Tax $ _____ By CW
Total $ 7.50 Deputy Clerk

This instrument was prepared by
and following recording should be
returned to:

Robert O. Freeman, Esq.
Florida Bar No. 0173396
c/o Squire, Sanders & Dempsey
2100 Florida National Bank Tower
Jacksonville, Florida 32202

OR 0719 PG 0124

DECLARATION OF PARTY WALL EASEMENT

THIS DECLARATION ("Declaration") is made this 1st day of September, 1990, by the CITY OF PORT ST. LUCIE, a municipality of the State of Florida, having its address at City Hall Plaza, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 33452 (the "City").

RECITALS:

1. The City is the fee owner of the parcel of land described on Exhibit A attached hereto and by this reference made a part hereof (the "City Premises") and has constructed thereon a city maintenance building (the "Building");

2. The City is also the fee owner of the parcel of land described on Exhibit B attached hereto and by this reference made a part hereof (the "Addition Premises"), and there is constructed thereon an addition to the Building (the "Addition");

3. Pursuant to a Ground Lease and Bill of Sale dated September 1, 1990, the City has conveyed title to the Addition and has leased the Premises, both to Port St. Lucie Governmental Finance Corporation (the "Corporation"), a Florida corporation not-for-profit;

4. There is a party wall (the "Party Wall") between and forming a part of the Building and the Addition, as shown on the plot plan attached hereto and hereby made a part hereof as Exhibit C;

5. The City desires to provide for certain rights, obligations and easements in connection with the Party Wall, as more particularly hereinafter set forth.

NOW, THEREFORE, the City hereby declares as follows:

1. The City hereby dedicates and creates an easement for the benefit of and appurtenant to both the City Premises and the Addition Premises for the party wall purposes with respect to the Party Wall, including the right of installation and/or replacement of all wires, pipes, conduits and lines upon, over and/or through said Party Wall, the right and privilege to tie in and use the Party Wall for support, structural or otherwise, and the right to the use of the building areas adjoining the Party Wall for purposes of maintenance, repair, alteration, inspection and replacement thereof.

2. The cost of repair and maintenance of the Party Wall necessitated by ordinary wear and tear shall be shared by the City and the Corporation, as lessor, in proportion to their respective use of the Party Wall at the time such repair or maintenance is completed. If the Party Wall is destroyed or damaged by any cause, either of such parties may restore it, and if the other party thereafter makes use of the Party Wall it shall contribute to the cost of restoration in proportion to such use. For purposes of this Declaration and the enforcement of the rights and responsibilities hereunder, it shall be presumed that the Corporation and the City each has a percentage use of fifty-percent (50%) of the party wall.

3. Notwithstanding any provisions hereof to the contrary, if the Party Wall is damaged or destroyed by the negligent or willful acts or omissions of either of such parties or its tenants or persons for whom it or its tenants are responsible, such party shall bear the entire cost of repair or restoration occasioned by such damage or destruction, and nothing herein contained shall prejudice the common law or statutory rights of any party to recover from any other party for such negligent or willful acts or omissions.

4. Any party entitled to contribution for repair, maintenance, restoration or protection of the Party Wall shall have a lien on the property of the party against which it is entitled to such contribution, which lien may be foreclosed in the same manner as a mechanics' lien as provided by the statutes of the State of Florida.

5. This Declaration shall create mutual and equitable benefits and servitudes upon the City Premises and the Addition Premises, the covenants hereof shall be deemed to run with the land, and this Declaration shall be binding upon and shall inure to the benefit of the City, its successors and assigns, including without limitation any subsequent fee owner of either the City Premises or the Addition Premises.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

WITNESSES:

Stacey A Williams

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

CITY OF PORT ST. LUCIE, FLORIDA

By: William B. McChesney
Its Mayor

Attest:

Its City Clerk

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by William B. McChesney and Sandra K. Johnson, the Mayor and City Clerk, respectively, of the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality, on behalf of the municipality.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 23 1994
BONDED THRU GENERAL INS. UND.

3248/POR43007/AE1/092590

CONSENT OF PORT ST. LUCIE GOVERNMENTAL LEASING CORPORATION

The undersigned, as holder of a leasehold interest in and under that certain Ground Lease and Bill of Sale dated September 1, 1990, covering the premises described on Exhibit "B" to the within Declaration, hereby consents to the terms and conditions of said Declaration, and agrees that it is and shall be bound thereby and that its rights and interests under said Ground Lease are and shall be subject and subordinate to the terms and conditions of said Declaration.

(SEAL)

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION

By _____
Its Vice President

ATTEST:

_____
Its Secretary/Treasurer

3248/PORA3007/AE1/092590

OR 0719 PG 0127

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 26th day of September, 1990, by David C. Riley and G. Wayne Allgire, the Vice-President and Secretary/Treasurer, respectively, of PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

EXHIBIT A

City Premises

Maintenance Building Addition

LEGAL DESCRIPTION

Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the East line of said Tract "O" South 26 degrees 54 minutes 12 seconds East, a distance of 319.32 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 89.63 feet to the Point of Beginning; thence continue South 63 degrees 05 minutes 48 seconds West, a distance of 120.30 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 120.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 120.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 75.00 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 40.00 feet to the Point of Beginning.

TOGETHER WITH A THIRTY FOOT EASEMENT for the purpose of ingress and egress to which the centerline is more particularly described as follows: Commencing at the Northeast corner of Tract "O", PORT ST. LUCIE, SECTION 18, according to the plat thereof, as recorded in Plat Book 13, page 17, Public Records of St. Lucie County, Florida; thence along the North line of said Tract "O" South 63 degrees 05 minutes 48 seconds West a distance of 58.00 feet to the Point of Beginning; thence South 26 degrees 54 minutes 12 seconds East, a distance of 285.00 feet; thence South 13 degrees 48 minutes 10 seconds West a distance of 25.49 feet; thence South 26 degrees 54 minutes 12 seconds East, a distance of 150.20 feet; thence South 63 degrees 05 minutes 48 seconds West, a distance of 150.30 feet; thence North 26 degrees 54 minutes 12 seconds West, a distance of 150.20 feet; thence North 63 degrees 05 minutes 48 seconds East, a distance of 150.30 feet to the Point of Termination.

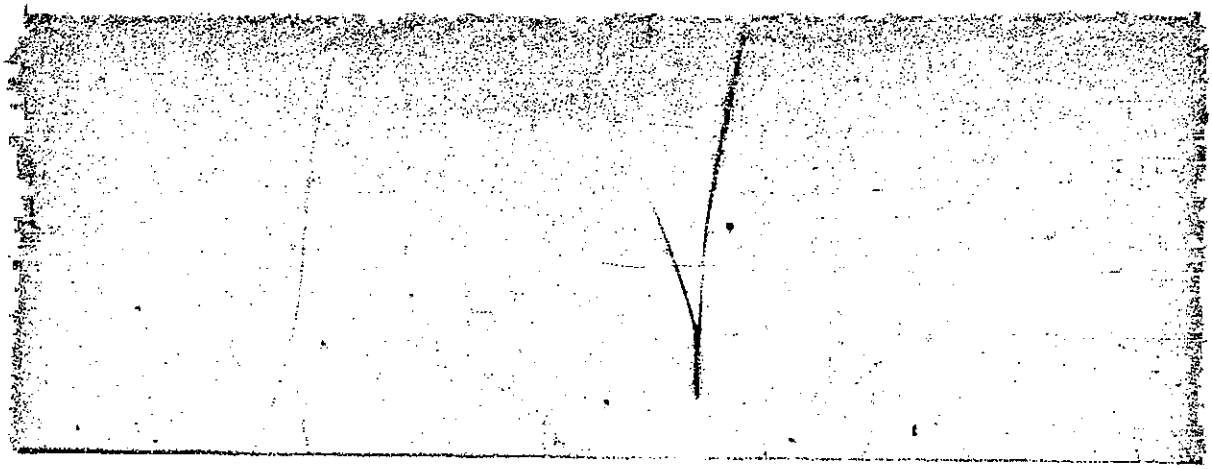


EXHIBIT B

Addition Premises

Existing Maintenance Building

Legal Description

Beginning at a point, said point being the northeast corner of Tract "O" as identified as Port St. Lucie Section 18 as of record in Plat Book 13, Page 17K; thence along the southern boundary of Thornhill Drive in a western direction a distance of 90 feet plus or minus and in a southerly direction parallel to the eastern property line a distance of 372 feet to the beginning point; thence along a line in a southern direction in line with the existing building a distance of 40 feet plus or minus to a point; thence along a line in a western direction a distance of 71 feet plus or minus to a point; thence along a line in a northern direction a distance of 40 feet plus or minus to a point; thence along a line in an eastern direction a distance of 71 feet plus or minus to the point of beginning and containing 2,840 square feet more or less.

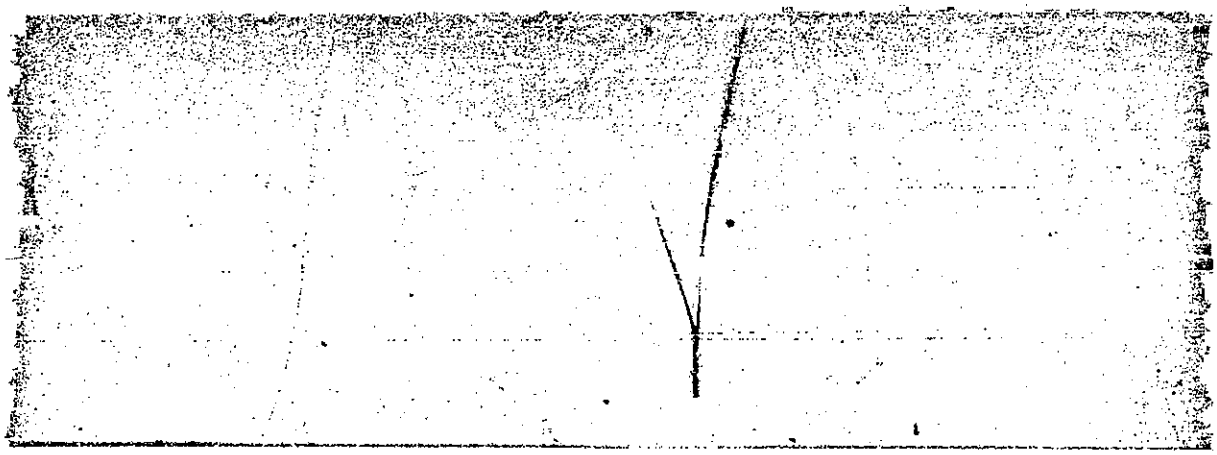
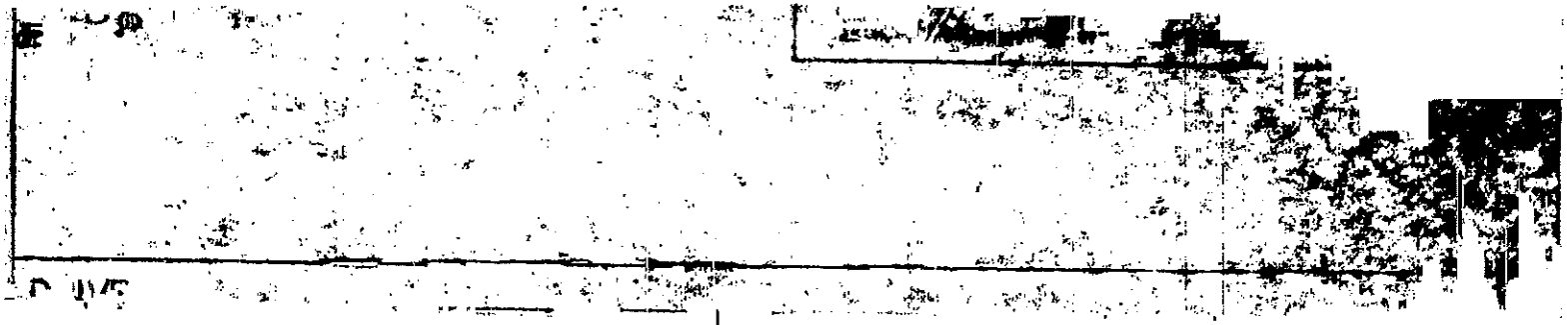


EXHIBIT C

Plot Plan



ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.73 ACRES MORE OR LESS.

INGRESS & EGRESS EASEMENT:

A THIRTY FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO WHICH THE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

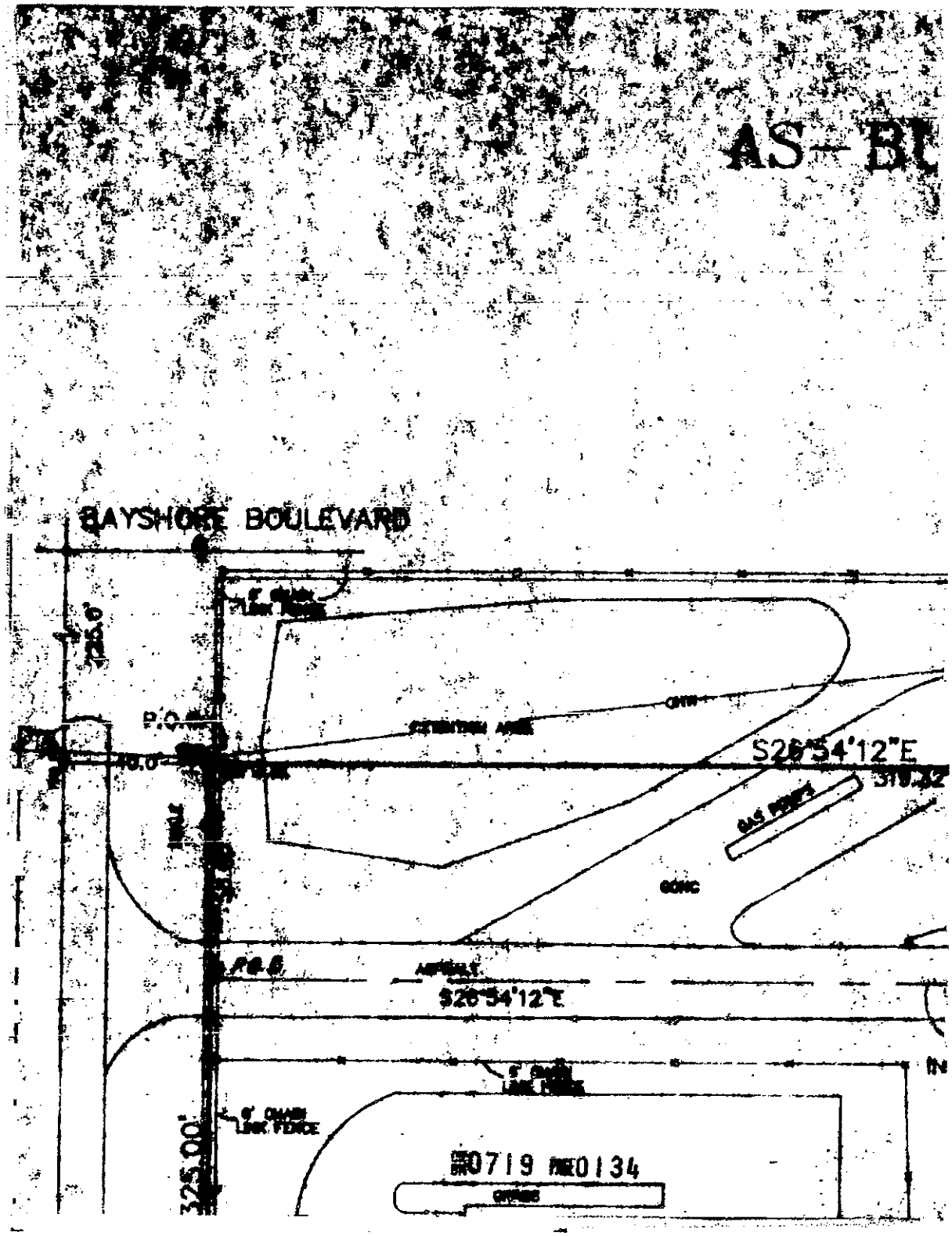
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID TRACT 'O' S63°05'48"W, A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE S26°54'12"E, A DISTANCE OF 285.00 FEET; THENCE S13°48'10"W, A DISTANCE OF 25.49 FEET; THENCE S26°54'12"E, A DISTANCE OF 150.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 150.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 150.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 150.30 FEET TO THE POINT OF TERMINATION.

LEGAL DESCRIPTION – CORRUGATED METAL BUILDING:

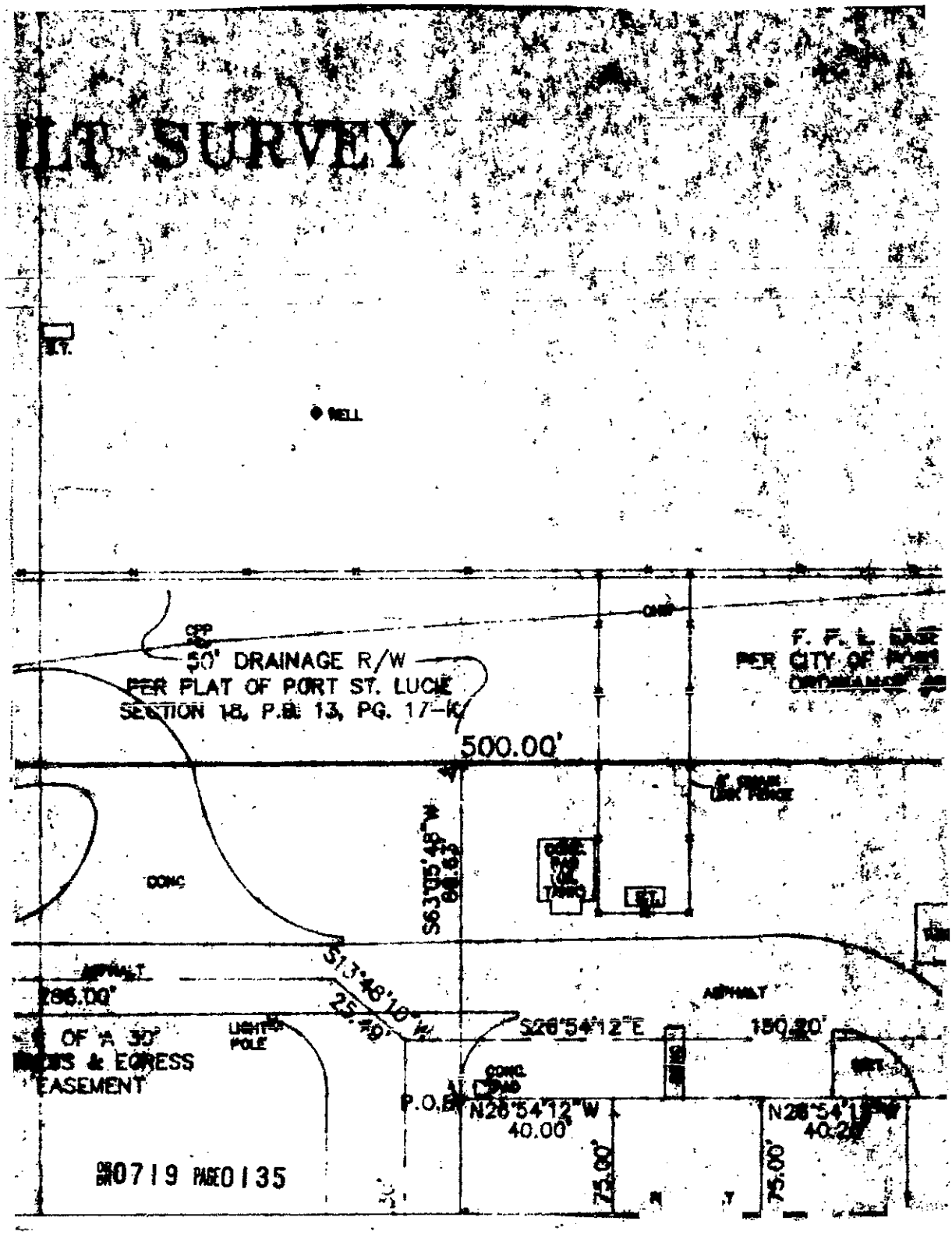
COMMENCING AT THE NORTHEAST CORNER OF TRACT 'O', PORT ST. LUCIE SECTION 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT 'O' S26°54'12"E, A DISTANCE OF 319.32 FEET; THENCE S63°05'48"W, A DISTANCE OF 89.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S63°05'48"W, A DISTANCE OF 120.30 FEET; THENCE S26°54'12"E, A DISTANCE OF 120.20 FEET; THENCE N63°05'48"E, A DISTANCE OF 120.30 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.20 FEET; THENCE S63°05'48"W, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET; THENCE N63°05'48"E, A DISTANCE OF 75.00 FEET; THENCE N26°54'12"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

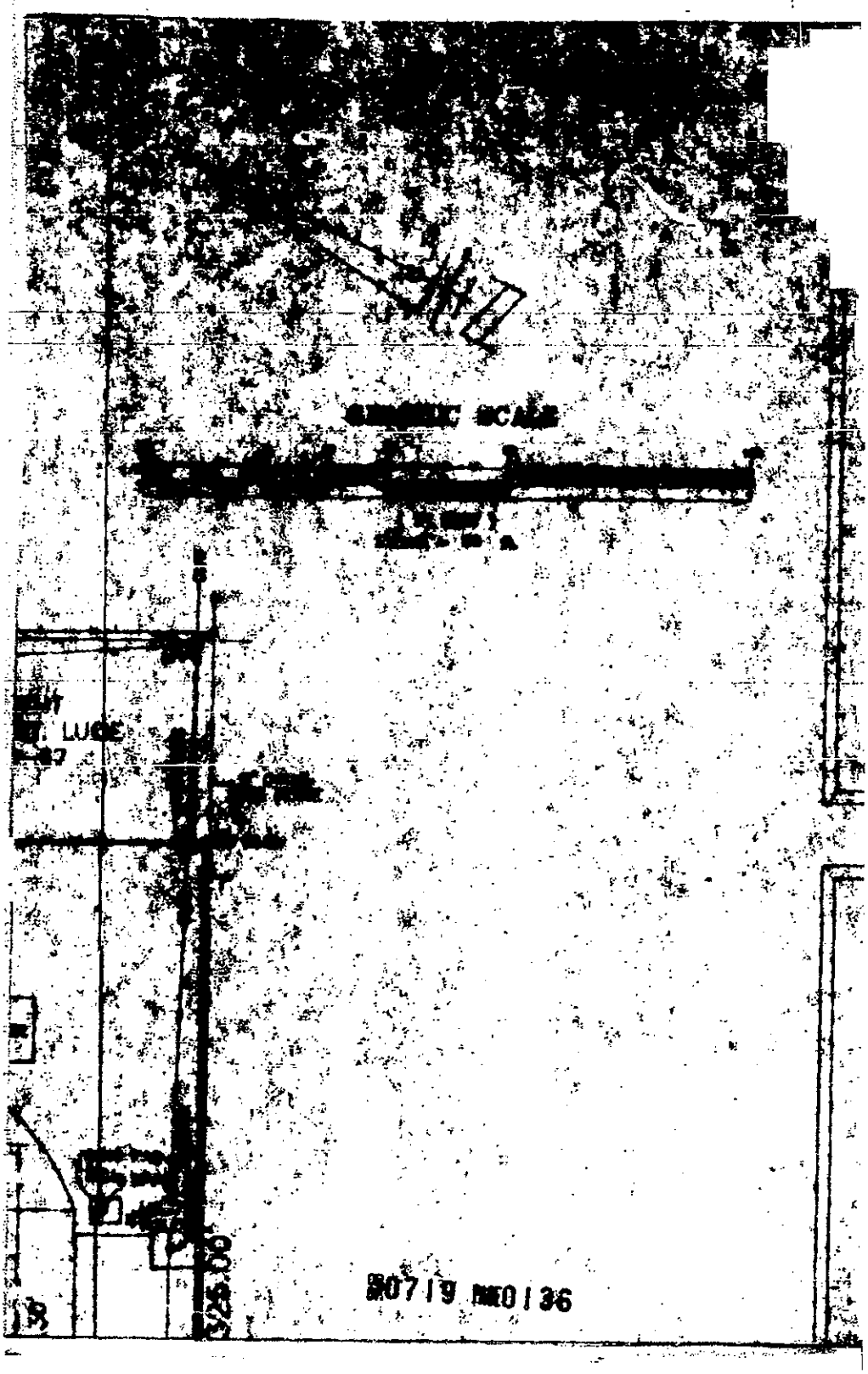
THIS CALL

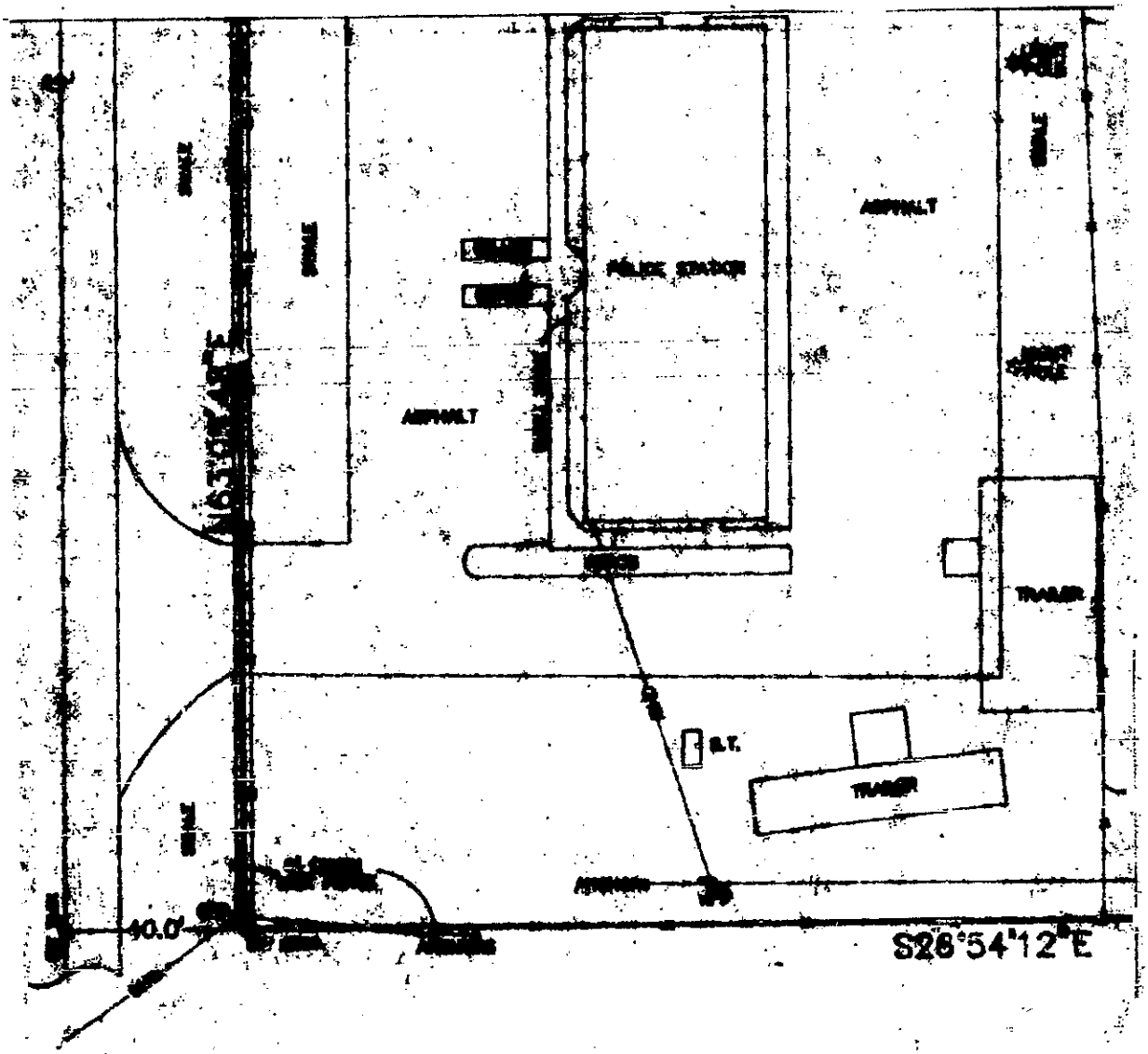
ORB 719 PG 0133


AS-BU
BAYSHORE BOULEVARD
P.O.B.
S26°54'12"E
319.32
P.O.B.
S26°54'12"E
325.00'
0719 PAGE 134

ILG SURVEY


WELL
50' DRAINAGE R/W
PER PLAT OF PORT ST. LUCIE
SECTION 18, P.B. 13, PG. 17-K
500.00'
CONC.
ASPHALT
286.00'
OF "A" 30'
& EGRESS
EASEMENT
LIGHT POLE
S26°54'12"E
150.20'
P.O.B.
N26°54'12"W
40.00
75.00'
75.00'
OR BK 0719 PAGE 0135

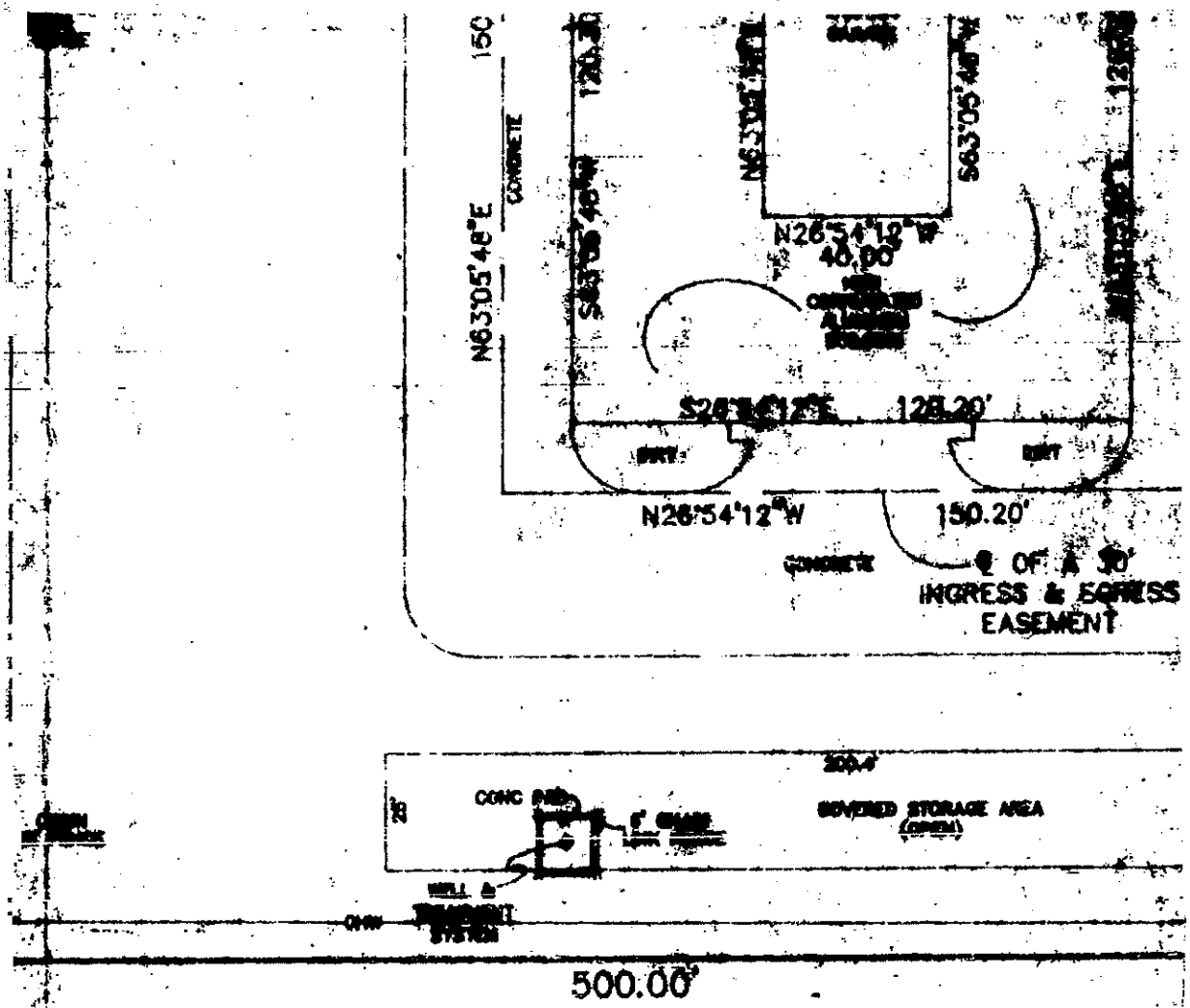

LUGE
807 19 0136



SURVEY NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]

[illegible]



CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON IS SURVEYED UNDER MY DIRECTION. I FURTHER CERTIFY THAT FIELD WORK WAS PERFORMED IN ACCORDANCE WITH THE FLORIDA BOARD OF LAND SURVEYORS STANDARDS AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

807 19 PAGE 138

'90 DEC 13 A10:44
1083792
FILED AND RECOR
DOUGLAS DIXON C
ST LUCIE COUNTY
NOV 19 1990
ENGINEERING DEPARTMENT
City of Port St. Lucie, FL
LEGEND:
ALUM. FENCE
6' CHAIN LINK FENCE
POINT OF COMMENCEMENT
DATE: 11/19/90
90719 PG0139

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1298405 OR BOOK 0880 PAGE 0140
Recorded: 01-13-94 11:20 A.M.

ST. LUCIE COUNTY UTILITIES DEPARTMENT

UNIFORM WATER AND SEWER EXTENSION AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of December 1993, by and between **CITY OF PORT ST. LUCIE**, a political subdivision of the State of Florida hereinafter referred to as "City", and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Utility".

WHEREAS, City owns or controls lands located in St. Lucie County, Florida, and more fully described by legal description in Exhibit "A" and as shown on Exhibit "C", attached hereto and made a part hereof as if fully set out in this Agreement, and hereinafter referred to as the "Property" which is an existing Maintenance Facility; and,

WHEREAS, the City acknowledges that Utility has adopted by legally valid and binding resolutions a Uniform Extension Policy, Uniform Water and Sewer Service Policy, and Rates, Fees and Charges, as amended from time to time, which have the force of law; and govern the legal relationship between the City and Utility with respect to utility service provided to City's Property; and,

WHEREAS, the City understands that this contract for service in no way entitles the City to land densities which are greater than those allowed under the density provisions of the Comprehensive Plan of St. Lucie County, or to development rights as may otherwise be regulated by the Board of County Commissioners; and,

WHEREAS, the City has prepared project costs which have been certified by an engineer registered in the State of Florida for installation of the six (6") inch water main and the twelve inch (12") water main as shown on Exhibit "B1".

NOW THEREFORE, for and in consideration of these premises, City hereby covenants and agrees as follows:

1. Definitions. The definitions and references used in the Uniform Water and Sewer Service Policy and Uniform Extension Policy (District #1) shall be used for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning.

2. Payment. Upon execution of this Agreement, City shall not be responsible for the payment of guaranteed revenue fees in accordance with the St. Lucie County Uniform Extension Policy. Citt shall pay, in full, connection charges for all capacity reserved hereunder on the date of execution of this Agreement as provided in the Uniform Extension Policy. The payment schedule for City is set forth on Exhibit "B" to this Agreement.

11/18/93

94-28843

3. Equivalent Residential Connections Reserved. The parties agree that the capacity needed to provide service to the Properties is 3.0 equivalent residential connections (ERCs) for water service and 3.0 equivalent residential connections (ERCs) for sewer service.

4. On-Site Facilities. The City shall install two (2) Grinder Sewer Pumping Stations and the necessary appurtenances to connect to the existing County force main in the street right-of-way as shown on plans prepared by the City, being drawing No. 92-212, sheet 1 of 3, dated April, 1993. Said plans may be subject to revisions prior to final approval by Utility. These private sewer systems will be owned and maintained by the City.

5. Off-Site Facilities. The City shall provide, install, and dedicate to Utility all pipe, services, and appurtenances thereto in accordance with the Utility's standards and specifications as shown on Exhibit "D" and more particularly identified on plans drawn by Connelly & Wicker, Inc., being drawing No. 8807-4, dated February 1992, less and except gravity sewer system. Actual materials shall be as described on the final Bill-Of-Sale as prepared by the City and transmitted to the Utility for approval and acceptance in accordance with the Uniform Extension Policy. City will install approximately 115 linear feet of six (6") inch and 2,910 linear feet of twelve (12") inch water main.

a. The Utility hereby agrees to the installation of the 12" water line. The City, for consideration for oversizing the water main from 8" to 12" and shall be eligible for third party refunds as future connections are made to the water lines as shown on Exhibit "D". The Utility will collect from subsequent Developers who utilize such facilities and act as a transfer agent for return of such monies to the City. The differential cost of oversizing the water line is approximately $30,913.94 as shown on Exhibit "E". The breakdown for the remaining capacity available, is shown on Exhibit "F".

b. The City is to be reimbursed for any commercial ERC's based upon the number of ERC's as shown on Exhibit "F" and has requested that the residential ERC's be waived.

c. The term of the refund agreement shall be limited to seven (7) years after the date of execution of the Agreement.

6. Restrictive Covenant. City, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

a. Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property described in Exhibit "A" and to any property to which water and sewer service is actually rendered by Utility. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the rates, fees and charges adopted by Utility, the Uniform Water and Sewer Service Policy and the Uniform Extension Policy, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by the Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property.

b. Further, in order to give an additional and supplementary notice to all the future owners of any of the Property of the rights of Utility to provide the Property with water and sewer facilities and services and receive easements thereon, the City hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to City, shall be mailed or delivered to Developer at:

City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

OR BOOK 0880 PAGE 0142

and if to the Utility at:

St. Lucie County Utilities Administrator
250 N.W. Country Club Drive
Port St. Lucie, FL 34986

St. Lucie County Administrator
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Ave. Annex
Fort Pierce, Florida 34982

OR BOOK 0880 PAGE 0143

MISCELLANEOUS PROVISIONS

8. Recordation of Agreement - Upon completion of execution of this Agreement by City and Utility, Utility shall, at City's expense, cause this Agreement to be recorded with the Clerk of Court of St. Lucie County.

9. Venue of any action to enforce the terms of this Agreement shall be in St. Lucie County if filed in state court and in the Southern District of Florida if filed in federal court.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

IN WITNESS WHEREOF, City and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

UTILITY:

ATTEST:

WITNESSES:

ST. LUCIE COUNTY, FLORIDA

By: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS

_____
COUNTY ATTORNEY

CITY:

WITNESSES:

By: Donald Cloyes City Manager
Title:

FOR CITY:

STATE OF Florida

COUNTY OF St. Lucie

The forgoing instrument was acknowledged before me this 9th day of December, 1993, by Donald B Cooper.

Notary Public - State of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN.23,1994
BONDED THRU GENERAL INS. UND.

City PSL Maint. Facility

5

94-28843

OR BOOK 0880 PAGE 0144

EXHIBIT "A"

LEGAL DESCRIPTION

CITY - MAINTENANCE FACILITY

TRACT O, PORT ST. LUCIE SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGES 17 THRU 17K, ST. LUCIE COUNTY, FLORIDA.

OR BOOK 0880 PAGE 0145

EXHIBIT "B"

COMMERCIAL PAYMENT SCHEDULE
ST. LUCIE COUNTY UTILITIES-DISTRICT #1

PROJECT NAME: City of P.S.L. Maintenance Facility

WATER:	1) WATER PLANT CAPACITY CHARGE: 3.0 ERC's x $1,000.00	=$ 3,000.00
	BASIS: Maintenance facility well metered at 770 gpd/250 gpd (1 ERC) = 3.0 ERC's.	
	2) WATER LINE CHARGE: 3.0 ERC's X $200.00	=$ 600.00
	3) WATER METER CONNECTION CHARGE: 2 - 1" Meter x $200.00	=$ 400.00
TOTAL WATER CHARGES:		=$ 4,000.00
SEWER:	1) SEWER PLANT CHARGE: 3.0 ERC's x $1,300.00	=$ 3,900.00
	2) SEWER LINE CHARGE: 3.0 ERC's x $200.00	=$ 600.00
TOTAL SEWER CHARGES:		=$ 4,500.00
TOTAL WATER AND SEWER CHARGES:		=$ 8,500.00
WATER & SEWER SECURITY DEPOSIT: (Not Applicable)		
DOCUMENT RECORDING FEES: 12 pages ($6.00 first page and $4.50 for each additional page.)		=$ 55.50
INSPECTION FEES: (Per Uniform Extension Policy) (2% of Certified Construction Costs of $139,501.22)		=$ 2,790.02
TOTAL ALL CHARGES:		=$11,345.52

OR BOOK 0880 PAGE 0145

94-28843

EXHIBIT "B1"

Actual Construction Costs

Water and Sanitary Sewer Improvements
Thornhill Drive City Maintenance Yard

City of Port St. Lucie, Florida

I. Water System Improvements

A. Bayshore Boulevard & Thornhill

6-Inch PVC Water Mains	115 LF @ $7.12	$ 818.80
12-Inch PVC Water Mains	2,910 LF @ $15.25	44,377.50
6-Inch Gate Valves	2 @ $333.00	666.00
12-Inch Gate Valves	4 @ $786.00	3,144.00
Fire Hydrants	5 @ $1,750.00	8,750.00
Bore & Jack Under		
Port St. Lucie Blvd.	1 @ $19,000.00	19,000.00
Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
1-Inch Double Services	76 LF @ $26.00	1,976.00
Blowoffs	7 @ $260.00	1,820.00
Remove & Replace Asphalt	236 LF @ $27.50	6,490.00
Remove & Replace Concrete Walks	75 @ $14.00	1,050.00
Seed & Mulch	4,000 LF @ $1.85	4,255.00
Sod		2,743.00
Mobilization		10,385.48
Jack & Bore Turnpike		9,443.00
Jack & Bore Bayshore		12,100.00
	Total, Water	$139,501.22

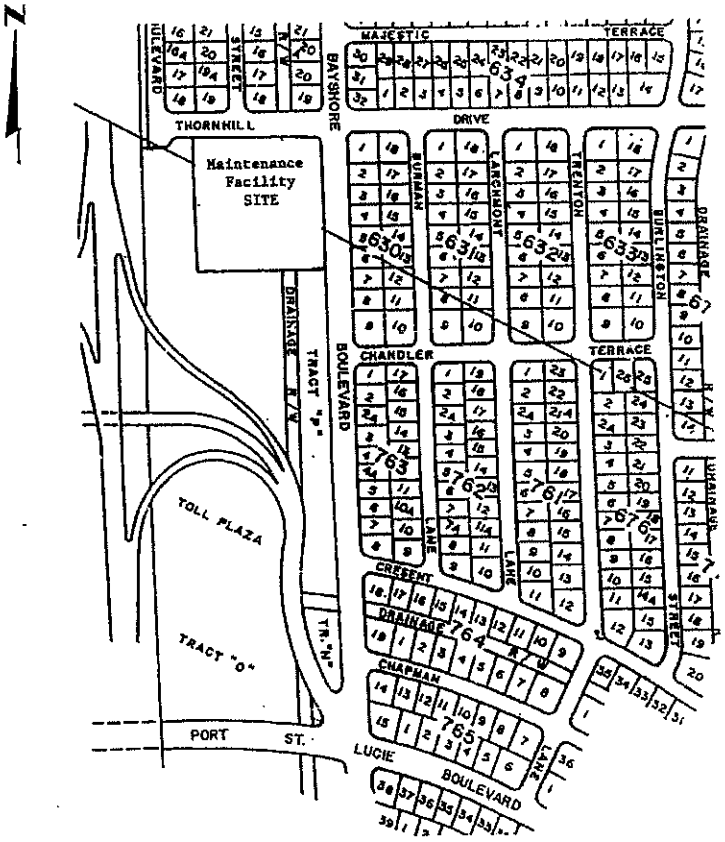
These figures represent actual quantities and costs for this job.

94-29843

OR BOOK 0880 PAGE 0147

EXHIBIT "C"

SITE AREA

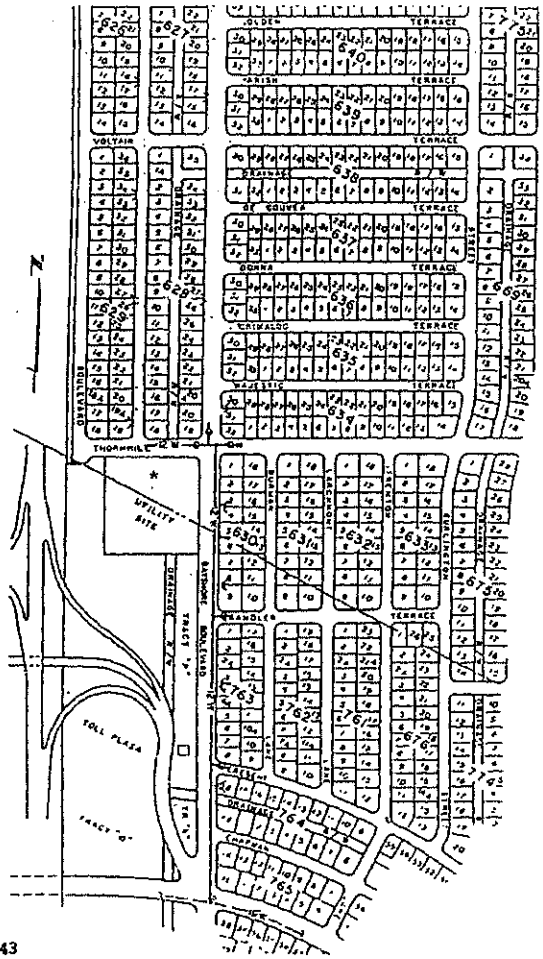


OR BOOK 0880 PAGE 0148

94-28843

EXHIBIT "D "

OFF-SITE



94-28843

City PSL Maint. Facility 10

OR BOOK 0880 PAGE 0149

EXHIBIT "E1"

ENGINEERING COST ESTIMATES FOR OVERSIZING

Water Main Oversizing
Bayshore Boulevard & Thornhill Drive
Construction Cost Estimate

1)	12-inch PVC Pipe	2910 L.F. @ $15.25	$44,377.50
2)	Ductile Iron Fittings	3.13 Tons @ $3,988.00	12,482.44
3)	12-inch Gate Valves	4 Each @ $786.00	3,144.00
4)	Bore & Jack Under Port St. Lucie Blvd. 24-inch ID	1 Each @ $19,000.00	19,000.00
			$79,003.94

1)	8-inch PVC Pipe	2910 L.F. @ $9.00	$26,190.00
2)	Ductile Iron Fitting	1.3 Tons @ $3,000.00	3,900.00
3)	8-inch Gate Valves	4 Each @ $500.00	2,000.00
4)	Bore & Jack Under Port St. Lucie Blvd. 16-inch ID	1 Each @ $16,000.00	16,000.00
			$48,090.00

Total Difference = $30,913.94

OR BOOK 0880 PAGE 0150

EXHIBIT "F"

REIMBURSEMENT CALCULATIONS

OVERSIZED FACILITIES:	Exhibit "E"	=$ 79,003.94
REQUIRED FACILITIES:	Exhibit "E"	=$ 48,090.00
		$ 30,913.94

WATER MAIN:

Oversize of 8" water line to 12" (Exhibit "E1")
Approximately 2,910 Linear feet. =$ 30,913.94

ERC BASIS:

FUTURE WATER CONNECTIONS:

ZONED RESIDENTIAL
(20 SINGLE FAMILY LOTS) 20.0 ERCs
Blocks 630, 634 & 763

ZONED GENERAL COMMERCIAL
2 LOTS, BLOCK 628 (Minimum 160 Front Footage) 1 Parcel
(20,000 sf x 20% = 4,000 sf x 0.1 gpd = 400 gpd/250 (1 ERC) = 1.6 ERCs

TOTAL = 21.6 ERCs

Refund amount = $ 30,913.94 =$ 1,431.20*
21.6 ERCs (Payback per ERC)

* In accordance with paragraph 5. b, the payback of $1,431.20 per ERC shall only apply to commercial connections.

OR BOOK 0880 PAGE 0151

Date: April 5, 1996
Prepared under the supervision of:
Diane G. LeRoy, Attorney
Florida Department of Transportation
Turnpike District
605 Suwannee Street
Tallahassee, Florida 32301

Return to:
City of Port St. Lucie
Legal Department (E)
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

WPI NO.: **0150467**
PARCEL NO.: **222**
COUNTY: **St. Lucie County**
OLD PARCEL NUMBER: Part of 100.1-R

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1996, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the First Part and the City of Port St. Lucie, a Florida Municipal Corporation, the Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary on May 1, 1995 pursuant to the provisions of Section 337.25, Florida Statutes has agreed to quitclaim the land hereinafter described to the Party of the Second Part;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part for and in consideration of the premises and the sum of One Dollar and other valuable consideration to it paid by the Party of the Second Part, assigns forever, all right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described in Exhibit "A" attached hereto and made a part hereof except that the Party of the First Part hereby reserves for itself, its successors and assigns in perpetuity, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said property described in Exhibit "A"and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. In addition, that the party of the first part imposes the following restriction on the property herein conveyed which will run with the land in perpetuity and be binding on all successors in title: No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the party of the first part may be placed or constructed on the property.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1472693 OR BOOK 1014 PAGE 2490
Recorded: 05-14-96 03:53 P.M.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Print name: Brian Gochar

Print name: Pam Brantley

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: James L. Ely
District Secretary
Turnpike District

Attest: Linda B. Smith
Executive Secretary
Turnpike District

Legal review: Diane K. LeRoy
Print name: Diane K. LeRoy

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, James L. Ely, District Secretary, Turnpike District, and Linda B. Smith, Executive Secretary, Turnpike District, of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposed therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 8th day of April, 1996.

(NOTARIAL SEAL)

Notary Public

CATHY V. GOODMAN
MY COMMISSION # CC 347670
EXPIRES: January 29, 1998
Bonded Thru Notary Public Underwriters

222 qrd

OR BOOK 1014 PAGE 2491

EXHIBIT "A"

Parcel No.: 222
Section No.: N/A
W.P.I. No.: 0150467
S.R. No.: 91
County: St. Lucie

PARCEL "O-1"

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; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 63°05'48" West along the North line of said tract "O" a distance of 325.00 feet to the **POINT OF BEGINNING** of this description; thence South 26°54'12" East a distance of 500.00 feet, thence South 63°05'48" West a distance of 105.00 feet, thence North 37°58'10" West a distance of 484.00 feet to the Northwest Corner of said tract "O", thence North 63°05'48" East along the North line of said tract "O" a distance of 87.90 feet to a point of non tangent curve; thence Northerly and Easterly along said North line and along the arc of said curve to the right (concave Southeasterly) having a radius of 25.00 feet, a central angle of 90°00'00" (chord bearing N18°05'48"E), an arc distance of 39.27 feet to the Point of Tangency, thence North 63°05'48" East along said North line a distance of 85.00 feet to the **POINT OF BEGINNING**.

Said lands situate in the City of Port St. Lucie, Florida; containing 1.711 acres more or less.

Parcel "O-2"

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; being more particularly described as follows:

COMMENCING at the Northeast Corner of said tract "O", thence South 26°54'12" East along said East line of said tract "O" a distance of 500.00 feet to the **POINT OF BEGINNING** of this description; thence continue South 26°54'12" East along said East line a distance of 303.00 feet, thence North 81°43'58" West a distance of 526.03 feet, thence North 63°05' 48" East a distance of 430.00 feet to the **POINT OF BEGINNING.**

Said lands situate in the City of Port St. Lucie, Florida, containing 1.496 acres more or less.

Said parcels containing a total of 3.207 acres.

Reserving all rights of access, egress, ingress, light, air, and view between the above described property and State Road 91 (Florida's Turnpike).

This description derived from the right-of-way map of Sunshine State Parkway Section 6, St. Lucie County, Florida, State Contract No. 6.3.

ZZ.qxd

Record and return to:
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 S. Bayshore Dr., # 420
Miami, FL 33133

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.

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1772984 OR BOOK 1269 PAGE 2522
Recorded: 12-22-99 12:55 P.M.

3. Rent.

4. Title and Quite 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

OR BOOK 1269 PAGE 2523

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.

OR BOOK 1269 PAGE 2524

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 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."

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 = $15,000
2. Towers 151 to 200 feet in height = $20,000
3. Towers 201 to 300 feet in height = $25,000

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.

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 which 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.

Witness

Witness

CITY OF PORT ST. LUCIE

By: Donald B. Cooper

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.

OFFICIAL NOTARY SEAL
DOLORES W LEOKO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION No. CC720662
MY COMM. EXP. APR. 5 2002

Notary Public, State of Florida

Printed Name of Notary Public
My Commission No.: _____
Expires: _____

BELLSOUTH MOBILITY, INC.

By: _____

Witness MARC ZIELINSKI

Witness

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: 59-1536270

The foregoing was sworn to and acknowledged before me this 12th day of July, 1999 by Dana Nocanes who is personally known to me or who produced _____ as identification, and who did take an oath.

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

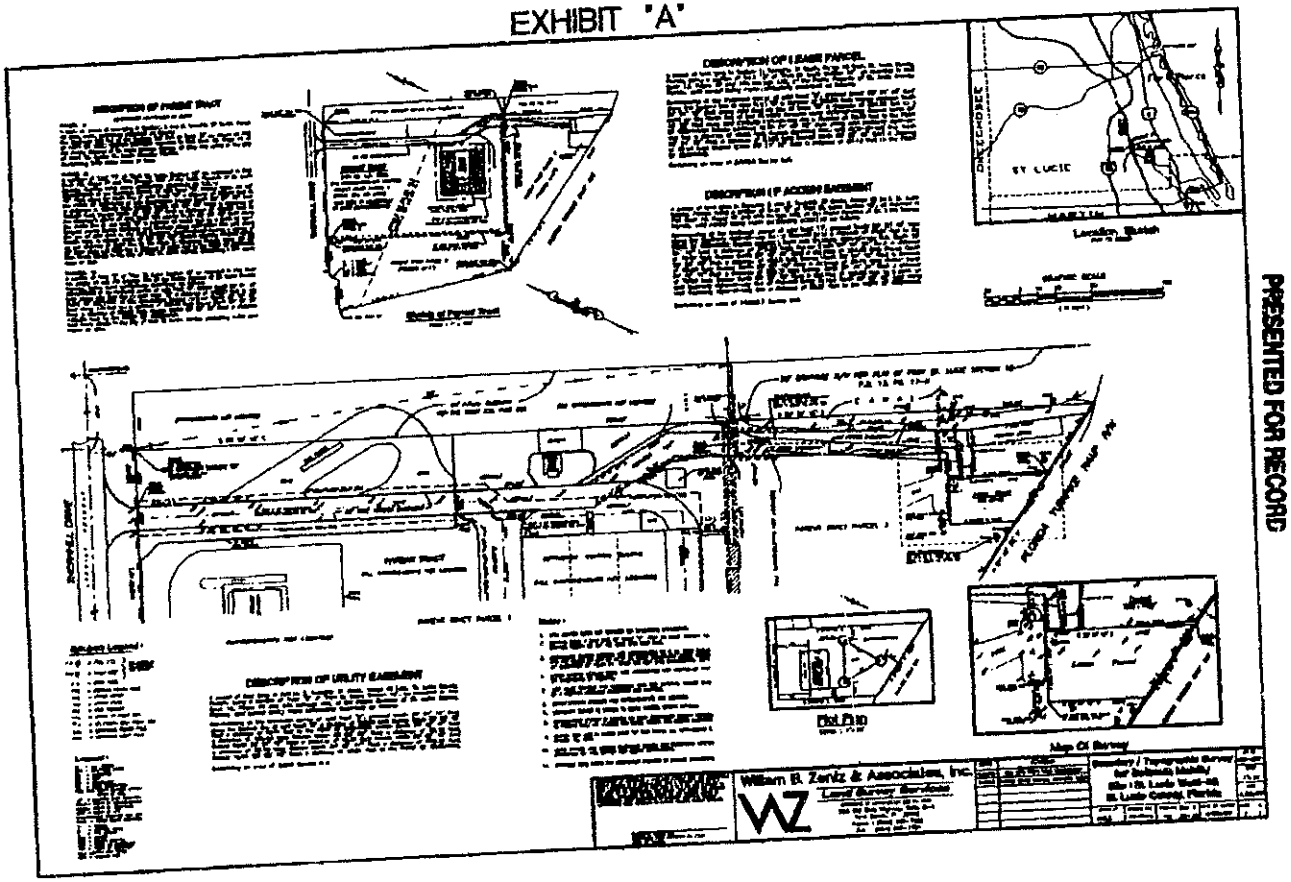
WENDY A. BONNER
MY COMMISSION # CC 39788
EXPIRES: September 7, 2000
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST LUCIE COUNTY
CLERK OF CIRCUIT COURT

BY Patricia M. Hardee
D.C.

DATE 12/10/99
(CITY SEAL)

EXHIBIT "A"



ILLEGIBLE WHEN PRESENTED FOR RECORD

OR BOOK 1269 PAGE 2531

EXHIBIT "B"

DESCRIPTION OF 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 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 64.13 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. 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 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. 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 178.62 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. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) No. 6640
953 Old Dixie Highway, Suite 8-4
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. 100-022
DATE 6/2/98
SHEET 1 OF 2

OR BOOK 1269 PAGE 2532

TC ST LUCIE W

PREPARED BY AND UPON RECORDING MAIL TO:

Weil, 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 OR BOOK 1392 PAGE 1399
Recorded:05/14/01 11:38

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 5th day of Dec., 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

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 modifed 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:

Print Name: D. CLAY-DAVID

Print Name: Darlene Council

BELLSOUTH:

BELLSOUTH MOBILITY LLC
a Georgia LLC
By: CINGULAR WIRELESS LLC, ITS SOLE MEMBER

By: _____
Name: Stephen A. Brake
Title: Executive Director

LESSOR:

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

By: _____
Name: Donald B Cooper
Title: City Manager

Print Name: Dolores Di Cinto

Print Name: Francis M Jansen

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. Brase as Executive Director of BellSouth Mobility LLC a Georgia LLC on behalf of said ~~corporation~~. He/~~She~~ is personally known to me ~~or has produced _____ as identification~~.

Melodie M. Hooker

Signature of Notary Public

Gwinnett County

MELODIE 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.

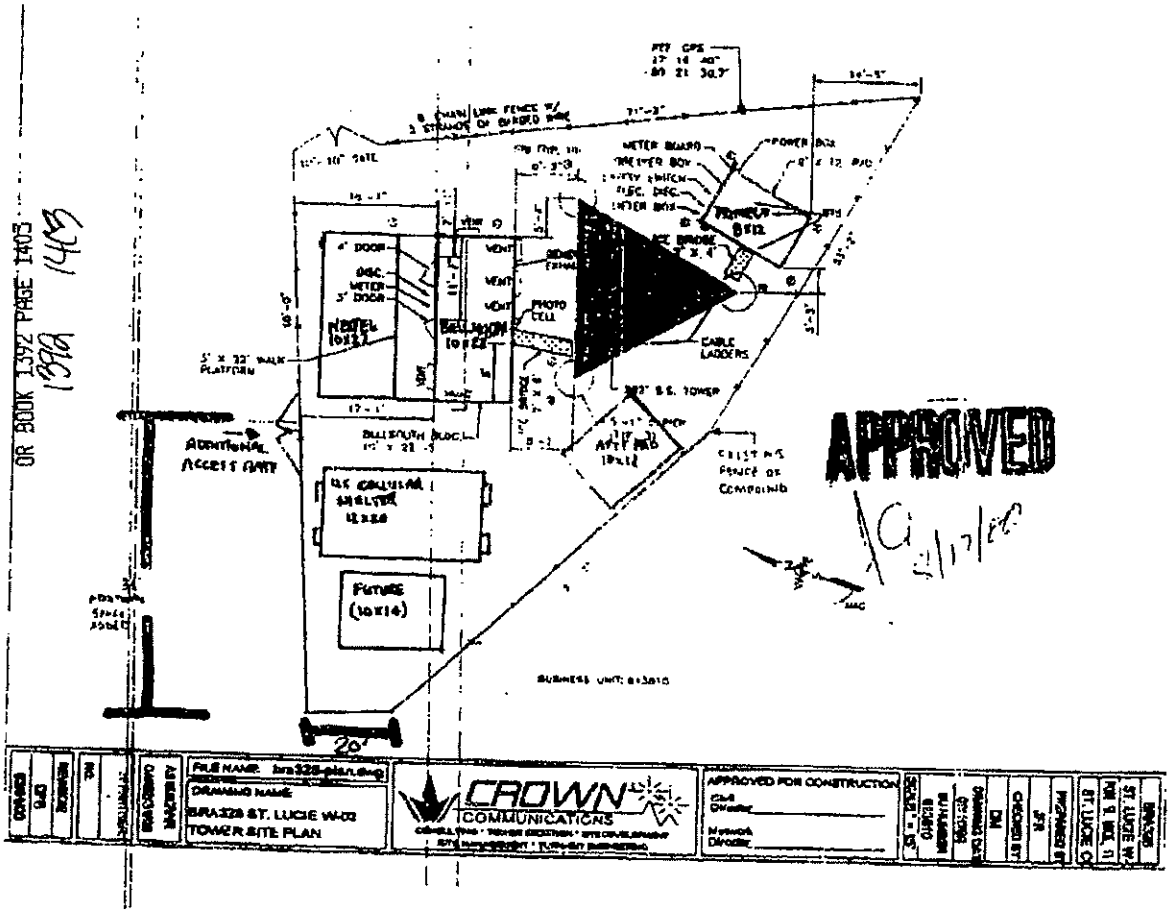
Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: [Seal]

SCHEDULE "A"

[ATTACH ROUGH SKETCH]
(Including Right of Way)



SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

rth 81°
thence
thence
0" West
00 feet;
54' 12"

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 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. 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 188.83 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.

Market South Florida
Site No FL3580A
Site Name Thorn Hill

BML- St. Lucie W
JOHN FOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1963236 OR BOOK 1441 PAGE 1297
Recorded:10/04/01 14:46

PREPARED BY:

Paula Hickman, Senior Attorney
Nextel South Corp.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

RETURN TO:

Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 19th day of August, 2001, by and between Crown Castle South Inc., a Delaware corporation, with an office at 375 Southpointe Boulevard, Canonsburg, PA 15317, (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the 18th day of August for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on October 1, 2001 ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

3. The Site which is the subject of the Agreement located in St. Lucie County, Florida and is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

Signed, sealed and delivered in the presence of:

Witness
Print Name: Judith J. Ferrara

Witness
Print Name Ross Labarta

CROWN CASTLE SOUTH INC., a Delaware corporation

By: _____

Print Name: Mark Van Dyke

Title: Vice President - Florida Region

LESSEE:

Signed, sealed and delivered in the presence of:

Witness
Print Name: Rachel Freeman

Witness
Print Name: Tanya Jackson

NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications

By: _____

Print Name: John Cafaro

Title: Vice President

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St. Lucie W
JDE Business Unit: 813810

OR BOOK 1441 PAGE 1298

STATE OF FLORIDA

COUNTY OF Palm Beach

On Aug 18, 2000, before me, Sandra K Hall, Notary Public, personally appeared Mark Van Dyke as Vice President – Florida Region of Crown Castle South Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra K Hall (SEAL)

Notary Public

My commission expires: _____

SANDRA K. HALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 646554
EXPIRES MAY 12, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

STATE OF Georgia

COUNTY OF Gwinnett

On August 8, 2000, before me, Maelecheia Thompson, Notary Public, personally appeared John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maelecheia Thompson (SEAL)

Notary Public

My commission expires: _____

MAELECHEIA THOMPSON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MAY 23 2004

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

BMI – St Lucie W
JDE Business Unit 813810

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 8/8, 2000, by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

DESCRIPTION OF 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 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 2,800.6 Square feet.

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 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. 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.

and otherwise known as

A.P.N. or P.I.N. or Real Property Tax I.D. #

OR BOOK 1441 PAGE 1299

Market: South Florida
Site No.: FL3580A
Site Name: Thorn Hill

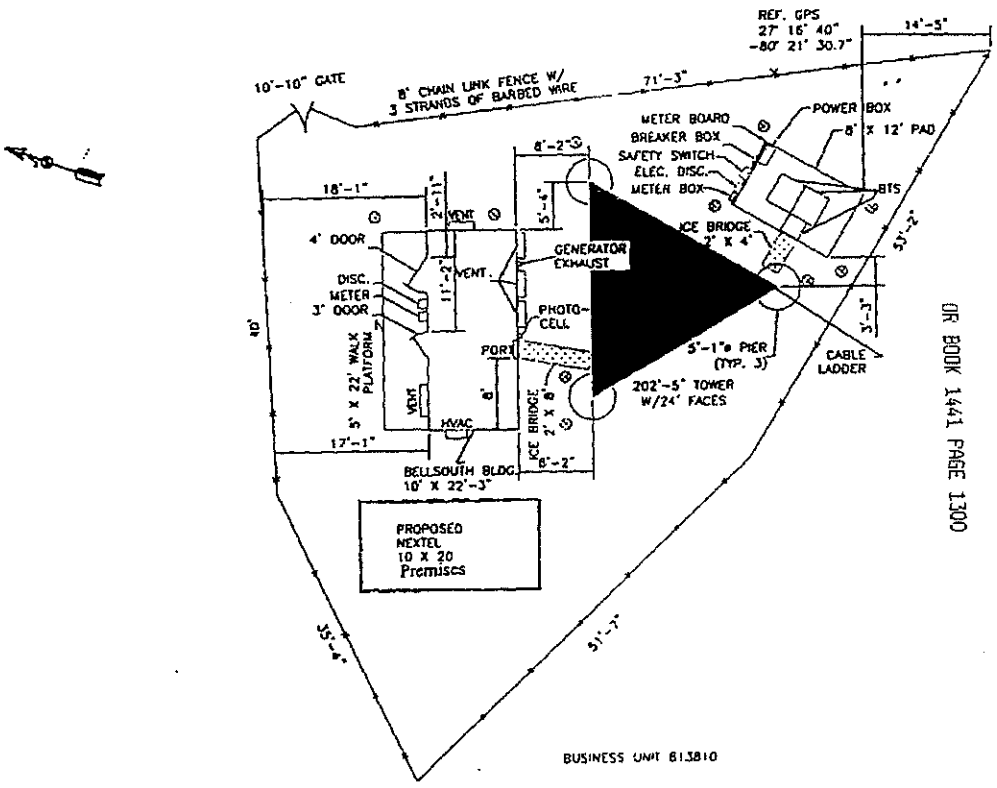
BMI - St. Lucie W
IDE Business Unit: 813810

EXHIBIT B

DESCRIPTION OF PREMISES

to the Memorandum of Agreement dated 8/18, 2000 by and between Crown Castle South Inc., a Delaware corporation, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:



OR BOOK 1441 PAGE 1300

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2077057 OR BOOK 1565 PAGE 388
Recorded:08/09/02 13:44

well, Gothal - E

This instrument prepared by and after recording, please return to:
Philip M. van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P. O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF SUBLEASE (the **"Supplement"**), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH MOBILITY INC**, a Georgia corporation, with a principal address at 5201 Congress Avenue, Boca Raton, Florida 33487 (**"Transferring Entity"**), and **CROWN CASTLE SOUTH INC.**, a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department (**"TowerCo"**).

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain Sublease dated June 1, 1999 (the **"Sublease"**), by and among Transferring Entity, the other transferring entities named therein, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

WHEREAS, the parties desire that the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement, and each party executing this Supplement that is not an original party to the Sublease hereby ratifies and agrees to be bound by and perform the obligations applicable to such party as set forth in the Sublease and this Supplement; and

WHEREAS, pursuant to that certain lease between the City of Port St. Lucie (the **"Ground Lessor"**) and Transferring Entity, dated August 18, 1998 (as may have been amended, the **"Ground Lease"**), the recorded copy or memorandum of which is referred to in **Exhibit A**, Transferring Entity is the lessee of that certain real property described therein, and the owner of certain improvements located thereon as more particularly described on **Exhibits B, C** and **D** attached hereto and incorporated herein by reference (the **"Site"**);

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Sublease and Defined Terms**. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sublease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Sublease shall govern the relationship of the parties under this Supplement and the Sublease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Sublease and this Supplement, the terms of the Sublease shall govern and control, except as expressly set forth herein.

2. **Demise**. Pursuant to the Sublease, Transferring Entity hereby subleases to TowerCo, and TowerCo hereby subleases from Transferring Entity, the Subleased Property of the Site.

3. **Reserved Space**. TowerCo hereby expressly acknowledges that, in accordance with the Sublease, the Subleased Property does not include, and the Transferring Entity has reserved and excepted from the Sublease pursuant to this Supplement, the Reserved Space as shown on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference. Notwithstanding any errors or imprecisions in the descriptions and depictions set forth on **Exhibits B, C** and **D** attached hereto and incorporated herein by this reference, TowerCo further expressly acknowledges that the Reserved Space includes, without limitation, all portions of the Site utilized or occupied by the Transferring Entity or any other BMI Affiliate as of the date of this Supplement for the use, enjoyment, operation or maintenance of its Communications Facility. TowerCo further expressly acknowledges that, in accordance with the Sublease, the Reserved Space includes, without limitation: (i) the Transferring Entity's Improvements set forth in **Exhibit E** attached hereto; (ii) the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as the Transferring Entity deems necessary or desirable for its full use and enjoyment of the Reserved Space; (iii) the right to use any portion of the Subleased Property, including the Land and Improvements thereof, for purposes of temporary location and storage of any equipment (including Communications Equipment) and any part

thereof in connection with performing any repairs or replacements of the Improvements; and (iv) any and all rights pursuant to **Sections 5(c)** and **25** of the Sublease and all appurtenant rights reasonably inferable to permit the Transferring Entity's full use and enjoyment of the Reserved Space, including without limitation, the appurtenances specifically described in **Section 5** of the Sublease. For purposes of **Section 25** of the Sublease, the weights and sail area of the panel antennas comprising a portion of Transferring Entity's Tower-mounted Communications Equipment is set forth on **Exhibit F**.

4. **Term/Site Commencement Date**. The Term of the Sublease as to the Subleased Property of the Site pursuant to this Supplement shall commence effective as of April 1, 2000 (the **"Site Commencement Date"**) and shall terminate on the date which is one day before the Ground Lease expires in accordance with its terms (including any extensions or renewals thereof), unless terminated earlier in accordance with the terms of the Sublease.

5. **Rent**. TowerCo shall pay to BMI the Site Payment calculated in accordance with **Section 11** of the Sublease.

6. **Notice**. All notices hereunder shall be deemed validly given if given in accordance with the Sublease.

7. **Governing Law**. Notwithstanding the terms of the Sublease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Subleased Property is located.

8. **Modifications**. This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Sublease was executed.

9. **Counterparts**. This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

BELLSOUTH MOBILITY INC

By:_____
Stephen A. Brake
Assistant Vice President

Address:

1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Stephen A. Brake, Assistant Vice President of BellSouth Mobility Inc, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced a Georgia Driver's License as identification.

Freddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

NOTARY PUBLIC
Exp. Jan. 27, 2004
CLAYTON COUNTY, GA

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

Printed Name: Michael Hart
Witness

Printed Name: Ralph H. Harrison
Witness

CROWN CASTLE SOUTH INC.

By: _____
Holly Ernst Groschner
Vice President/Assistant Secretary

Address:
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Holly Ernst Groschner, Vice President/Assistant Secretary of Crown Castle South Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced a Pennsylvania Driver's License as identification.

_____
Taddy Vaughan, Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

TADDY VAUGHAN NOTARY PUBLIC Exp. Jan. 27, 2004 CLAYTON COUNTY, GA

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

Exhibit A - Leased

Site Name:	St. Lucie West-02
Site Number:	BRA328
County:	St. Lucie
Original Ground Lessor:	City of Port St. Lucie
Original Ground Lessee:	BellSouth Mobility Inc
Execution Date of Original Ground Lease Agreement:	8/18/1998

Recording Information for Original Ground Lease Agreement or Memorandum Thereof

Registry:	St. Lucie
Book:	1392
Page:	1399

EXHIBIT B

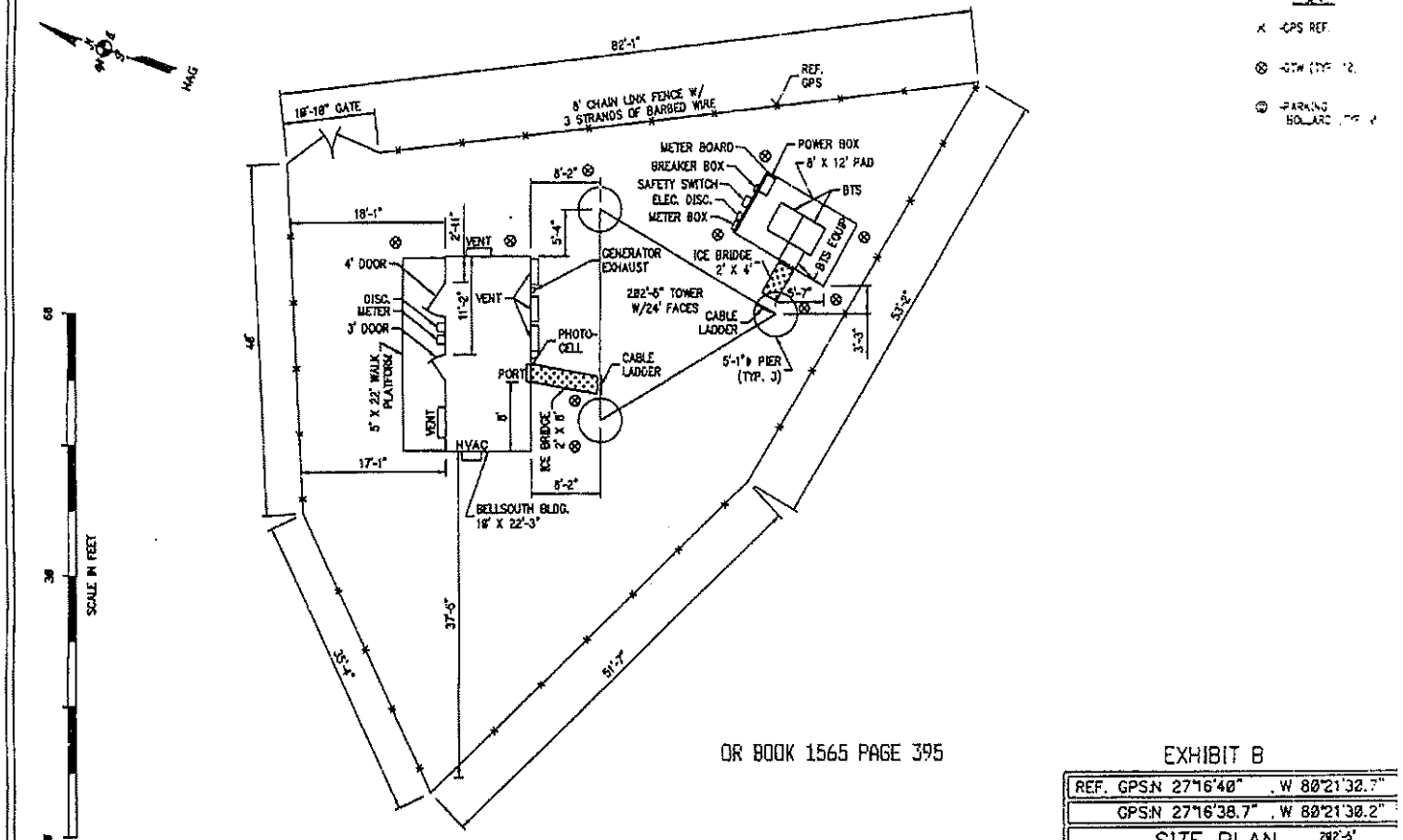
SITE PLAN

See attached "as built" site plan showing the portion of the Site that is part of the Reserved Space.

Site Name: St. Lucie West - 02, FL
Site Number: BRA328
Leased Site

FINAL

Accepted and Approved by Crown and BellSouth



OR BOOK 1565 PAGE 395

NOTE:

1. SEE EXHIBIT A FOR LEGAL DESCRIPTION
2. COMPOUND LAYOUT IS ACCURATE AS OF 8/31/99

EXHIBIT B

REF. GPS:N 27°16'40" , W 80°21'32.7"

GPS:N 27°16'38.7" , W 80°21'30.2"

SITE PLAN 282'-6" TOWER

SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

DRAWN BY: JFR	SCALE: 1" = 15'	JOB NO.: 16488	REV: A
CHK'D BY: C.McGARY	DATE: 9/10/99	DRAWING NO.: 9RA326PL	
APPROVED:	REV. NO.: 1 11/23		

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 889682

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNIT NUMBER

NOTE: ALL IMPROVEMENTS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

EXHIBIT C

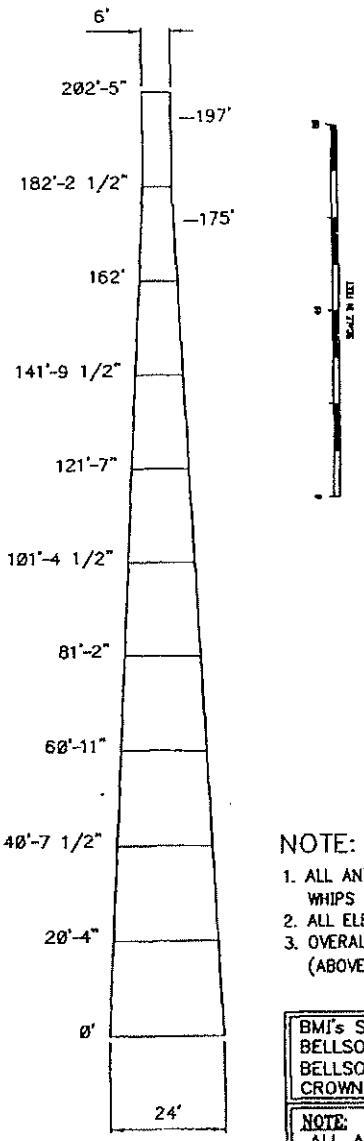
TOWER ELEVATION

See attached "as built" tower elevation describing the Tower and indicating the portion of the Tower that is part of the Reserved Space.

Accepted and Approved by Crown and BellSouth

OR BOOK 1565 PAGE 397

FINAL



FWT SELF SUPPORTER

MODEL # SSV SERIAL # 8090021

OVERALL HEIGHT	TOWER HEIGHT	FOUNDATION HEIGHT
203'-3"	202'-5"	10"

MISCELLANEOUS

ELEV.	DESCRIPTION
200'	8' LIGHTNING ROD
200'	1' X 2' FLASH TECH. STROBE (LEG A)

ANTENNAS

ELEV.	DESCRIPTION	LINE SIZE	ANTENNA AZIMUTH	MOUNT AZIMUTH
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~60°~~ 95°	~~60°~~ 95°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~180°~~ 215°	~~180°~~ 215°
197'	3- DB978H120E-M PANELS	3- 1 5/8"	~~300°~~ 335°	~~300°~~ 335°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	0°	0°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	140°	140°
175'	2- AP17-1900-0900-DT2	2- 1 5/8"	260°	260°

NOTE:

1. ALL ANTENNAS ARE MEASURED TO THE CENTERLINE, EXCEPT WHIPS WHICH ARE MEASURED TO THE BASE.
2. ALL ELEVATIONS SHOWN ARE FROM TOP OF FOUNDATION. (REF. ELEV. 0'-0")
3. OVERALL HEIGHT = TOWER HEIGHT + FOUNDATION HEIGHT AGL (ABOVE GROUND LEVEL)

EXHIBIT C

BMI's SITE NAME ST. LUCIE W-02
BELLSOUTH ACCOUNTING CODE 8090021
BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVEMENTS: _____
CROWN BUSINESS UNIT NUMBER _____

NOTE:
ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

STRUCTURE ELEVATION
SITE:ST. LUCIE W-02 STATE:FLORIDA

TWR TELECOM, INC.

CROWN COMMUNICATIONS
CONSULTING • TOWER ERECTION • SITE DEVELOPMENT
SITE MANAGEMENT • TURN-KEY ENGINEERING

DRAWN BY	SCALE	JOB NO.	REV
CF LINDSEY	1" = 20'	16488	18
CHECKED BY	DATE	DRAWING NO.	
D.McGARY	09/13/99	BRA328EL	
SHEET	11/23		

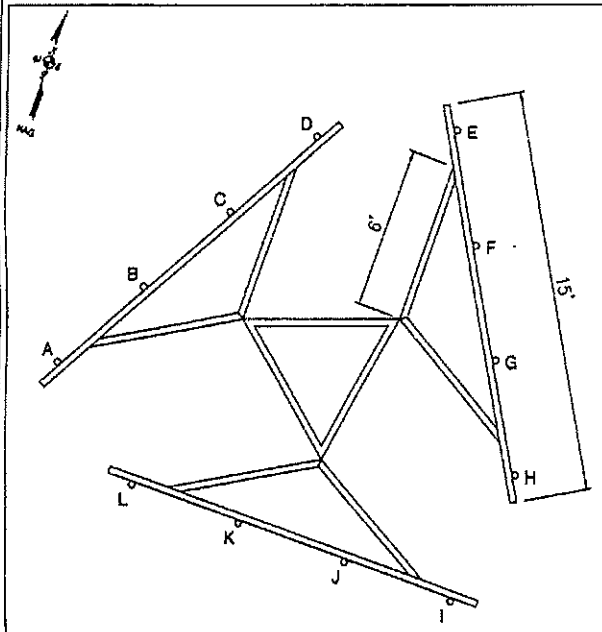
EXHIBIT D

TOWER ANTENNA PLATFORM

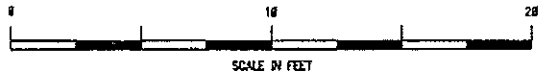
See attached "as built" tower antenna platform drawing describing the antenna platform(s) and indicating the portion thereof that is part of the Reserved Space.

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 197'



ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
B	OPEN	NONE	NONE	NONE
C	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
E	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
F	OPEN	NONE	NONE	NONE
G	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
I	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'
J	OPEN	NONE	NONE	NONE
K	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
L	DECIBEL DB978H120E-M PANEL, LINE 1 5/8", (D/T 0°)	5"X7"X1-1"	ON ANTENNA MOUNT	200'

OR BOOK 1565 PAGE 399

NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

	DESCRIPTION	TOWER MOUNTED AMPLIFIER - TMA
A	UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

FACE PANEL MOUNT

SITE: ST. LUCIE W-02 STATE: FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE W-02

BELLSOUTH ACCOUNTING CODE 599982

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE: ___

CROWN BUSINESS UNITS NUMBER ___

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

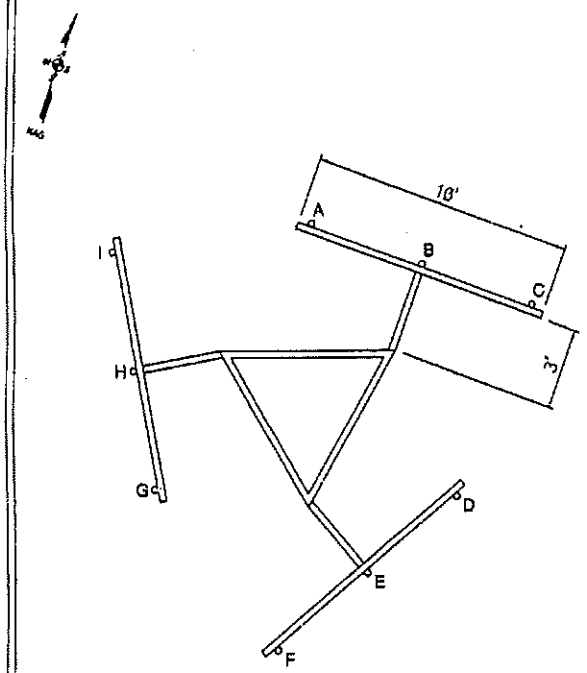
CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

C.E. LINDSEY	1" = 5'	16488	1
D.McGARY	09/13/99		
1 OF 2	1 11/23	BRA328A*	

FINAL

Accepted and Approved by Crown and BellSouth



MOUNT ELEVATION = 175'

9 18 28

SCALE IN FEET

ANTENNAS

POS.	DESCRIPTION	TMA SIZE	TMA LOCATION	TMA ELEVATION
A	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
B	OPEN	NONE	NONE	NONE
C	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
D	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
E	OPEN	NONE	NONE	NONE
F	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
G	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE
H	OPEN	NONE	NONE	NONE
I	SCALA AP17-1900-0800-DT2 PANEL, LINE 1 5/8", (D/T 0°)	NONE	NONE	NONE

OR BOOK 1565 PAGE 400

NOTE:

1. MOUNT ELEVATIONS REFLECT MEASUREMENTS TO CENTER OF THE MOUNT.

EXHIBIT D

DESCRIPTION	TOWER MOUNTED AMPLIFIER = TMA
A UPRIGHT MIDPOINT INVERTED	

LEGEND / ANTENNA IDENTIFIER

LEG PANEL MOUNT

SITE:ST. LUCIE,W-02 STATE:FLORIDA

TWR TELECOM, INC.

BMI's SITE NAME ST. LUCIE,W-02

BELLSOUTH ACCOUNTING CODE 8999821

BELLSOUTH APPROVAL of BMI EQUIPMENT/IMPROVE:

CROWN BUSINESS UNITS NUMBER

NOTE: ALL ANTENNAS OWNED BY BELLSOUTH UNLESS OTHERWISE NOTED WITH *.

CROWN COMMUNICATIONS

CONSULTING • TOWER ERECTION • SITE DEVELOPMENT SITE MANAGEMENT • TURN-KEY ENGINEERING

C.E. LINDSEY	1" = 5'	16488	A
C.McGARY	09/13/99		
SHEET 2 OF 2	REV. NO. 1 11/23	BRA328A2	

EXHIBIT E

TRANSFERRING ENTITY'S IMPROVEMENTS

1. All of Transferring Entity's Communications Equipment located on or in the equipment shelters, buildings and/or cabinets shown on **Exhibit B** and located on the Tower as shown on **Exhibits C** and **D**.

2. Equipment shelters, buildings and/or cabinets, all as shown on **Exhibit B**.

3. Generators and associated fuel tanks, if any, all as shown on **Exhibit B**.

4. Pads and foundations associated with equipment shelters, building, cabinets and generators.

5. Grounding rings for the equipment shelters, if any.

EXHIBIT F

ANTENNA WEIGHT AND SAIL AREA DATA

See attached schedule of standard antenna weight and sail area data.

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Allen Telecom	DB910CE-M	0.54	7.20
Allen Telecom	DB961DD90	2.80	11.00
Allen Telecom	DB961DD90T2	2.80	11.00
Allen Telecom	DB961DD90T2E-M	2.80	11.00
Allen Telecom	DB974H90	1.20	3.50
Allen Telecom	DB978H90E-M	2.55	7.10
Allen Telecom	DB980H105T2E-M	2.50	8.50
Allen Telecom	DB980H120E-M	2.50	8.50
Allen Telecom	DB980H90E-M	3.30	8.50
Allen Telecom	DB980H90T2B-M	3.30	8.50
Allen Telecom	DB980H90T2E-M	3.30	8.50
Allen Telecom	DB982H90T2A-M	3.00	10.00
Allen Telecom	DB982H90T2E-M	3.00	10.00
Allen Telecom	DB983H65	3.30	12.00
Allen Telecom	DB983H65T2	3.30	12.00
Allgon	4158.21	3.70	24.20
Allgon	7130.16	3.90	17.16
Allgon	7131.2	4.00	15.90
Allgon	7143.21	1.00	5.00
Allgon	7143.24	3.90	21.00
Allgon	7144.24	3.90	21.00
Allgon	7144.26	6.00	31.00
Allgon	7145.24	3.90	21.00
Allgon	7145.26	6.00	31.00
Allgon	7145.48	7.70	37.40
Allgon	7146.26	5.80	31.00
Allgon	7220.14	2.80	14.00
Allgon	2980-001	3.90	21.00
Allgon	2980-002	3.90	21.00
Allgon	7251.01	0.00	17.60
Allgon	740198R2	3.90	21.00
Allgon	OGC9-825 RFL-2	0.36	7.00
Allgon	OGC9-825N	3.90	21.00
Allgon	P-7WA48G	3.90	21.00
Allgon	RWA-80012	3.90	21.00
Allgon	RWA-80016	3.90	21.00
Allgon	SRL410 C9 L/4	5.49	35.00
Andrew	GP10F-21A	314.00	418.00
Andrew	GP12F-21	452.16	517.00
Andrew	GP6F-21A	113.04	198.00
Andrew	GP8F-21A	200.96	282.00
Andrew	HP10-107F	78.54	541.00
Andrew	HP12F-21A	452.16	850.00
Andrew	HP6F-21B	113.04	281.00
Andrew	HP8-107F	50.27	447.00
Andrew	HP8F-21	50.27	447.00
Andrew	HP-8F-21A	200.96	447.00
Andrew	P10F-21C	314.00	402.00
Andrew	P4F-21D	50.24	119.00
Andrew	P6-65D	113.04	162.00

OR BOOK 1565 PAGE 403

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Andrew	P6F-21C	113.04	162.00
Andrew	P8F-21A	200.96	304.00
Andrew	P8F-21C	200.96	304.00
Andrew	PAR6-105	113.04	162.00
Andrew	PAR6-65A	28.27	281.00
Andrew	PAR8-65A	50.27	447.00
Andrew	PCS19HA-09016-2DG	3.10	10.00
Andrew	PCS19HA-11015-0DG	1.97	10.00
Andrew	PCS19HA-11015-2DG	3.10	10.00
Andrew	PL10-59D	314.00	402.00
Andrew	PL10-65D	314.00	402.00
Andrew	PL6-59D	113.04	162.00
Andrew	PL6-65D	113.04	162.00
Andrew	PL8-59D	200.96	304.00
Andrew	PL8-59D-1	200.96	304.00
Andrew	PL8-65D	200.96	304.00
Andrew	UHP8F-21	200.96	447.00
Andrew	UHX10-59J RF	314.00	541.00
Andrew	UHX12-59J RF	452.16	890.00
Andrew	UHX6-59J	113.04	281.00
Andrew	UHX6-59J RF	113.04	281.00
Andrew	UHX8-59H	200.96	447.00
Andrew	UHX8-59H LF	200.96	447.00
Antel	BCD 80010	0.23	26.50
Antel	BCR 80010:N270	6.00	55.00
Antel	BCR 80010N:90	4.20	37.00
Antel	BCR-80010	6.00	55.00
Antel	BCR80010:N180	6.00	55.00
Antel	BCR-80010:N270	6.00	55.00
Antel	BCR8-A	4.20	26.50
Antel	LPD7905/2	0.43	4.90
Antel	LPD7905/4	0.43	4.90
Antel	LPD7907/2	0.75	5.50
Antel	LPD7908/4	1.30	7.74
Antel	RWA - 80012	3.90	14.30
Antel	RWA-80010	2.00	8.40
Antel	RWA-80012	3.90	14.30
Antel	RWA-80013	3.90	14.30
Antel	RWA-80014	3.90	14.30
Antel	RWA-80015	7.87	31.00
Antel	RWA-80017	7.80	31.00
Antel	RWA-8006	1.08	5.30
Antel	RWA-8009	2.00	8.40
Antel	SRL410 C2 L/4	1.25	7.00
Antel	SRL410 C9 R90	5.49	35.00
Antenna Specialist	ASP2895	9.00	62.00
Antenna Specialist	ASP953	1.60	27.00
Antenna Specialist	ASP962	0.16	1.13
Antenna Specialist	ASP963	2.55	50.00
Antenna Specialist	ASP967	4.43	75.00

OR BOOK 1565 PAGE 404

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Antenna Specialist	ASP973	1.60	27.00
Antenna Specialist	ASP-977	1.75	35.00
Antenna Specialist	ASPD974	1.60	27.00
Antenna Specialist	ASPD977 -4	1.75	35.00
Antenna Specialist	ASPD977 -5.5	1.75	35.00
Antenna Specialist	ASPD977 -6	1.75	35.00
Antenna Specialist	ASPD978	1.75	35.00
Ball Wireless	PCS-VR-16-09007	21.00	7.00
Celwave	ALP868013	1.00	4.45
Celwave	AP11-850/105	2.71	21.30
Celwave	AP12-850/090	2.00	18.00
Celwave	AP861011	4.04	10.00
Celwave	AP866017	9.37	48.50
Celwave	AP881011	4.04	10.00
Celwave	AP8-850/105	1.61	5.90
Celwave	AP906513	2.71	17.62
Celwave	AP906516T0	1.61	7.05
Celwave	APL869012	2.00	11.60
Celwave	BCR10	4.80	87.00
Celwave	BCR10-B	4.80	87.00
Celwave	BCR12-0	7.60	124.00
Celwave	BCR12-A	7.60	87.00
Celwave	BCR12-A	7.60	124.00
Celwave	BCR12-H	7.60	87.00
Celwave	BCR12-H	7.60	124.00
Celwave	BCR12-H-B1	7.60	87.00
Celwave	BCR12-O	7.60	87.00
Celwave	BCR12-O-B1	7.60	87.00
Celwave	BCR12-OT3	7.60	124.00
Celwave	BCR6SP-HT2	2.10	58.00
Celwave	BCR8-0015	3.00	68.00
Celwave	DA10-107	314.00	930.00
Celwave	DA6-107A	28.27	440.00
Celwave	DA8-59A	50.27	680.00
Celwave	PA8-65	200.96	380.00
Celwave	PD10017	2.00	25.00
Celwave	PD10017-2B	2.00	25.00
Celwave	PD10017-4B	2.00	25.00
Celwave	PD10085	1.40	10.00
Celwave	PD10085L	1.40	10.00
Celwave	PD10099	1.50	23.00
Celwave	PD10108	0.18	8.00
Celwave	PD10162	1.70	20.00
Celwave	PD10164	2.00	25.00
Celwave	PD10164-2B	2.40	32.00
Celwave	PD10168	2.40	34.00
Celwave	PD10176		
Celwave	PD10177	6.20	43.00
Celwave	PD10183-2	2.55	40.00
Celwave	PD10186	2.00	25.00

OR BOOK 1565 PAGE 405

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Celwave	PD10188	2.00	25.00
Celwave	PD10201	10.00	28.00
Celwave	PD10222H-4	0.13	1.60
Celwave	PD10236	4.04	10.00
Celwave	PD1108	0.85	0.17
Celwave	PD1109	1.28	17.00
Celwave	PD1110	1.70	20.00
Celwave	PD1124	2.63	11.00
Celwave	PD1132	5.50	60.00
Celwave	PD1132R-4	5.50	60.00
Celwave	PD1136	3.70	38.00
Celwave	PD1251		
Celwave	PD1610-3	0.36	4.00
Celwave	PD400-8	0.88	17.00
Comsat RSI	PCS D 085-17-2	3.57	11.80
Comsat RSI	PCS D 085-17-2V	3.57	11.80
Comsat RSI	PCS D 090-20-2	4.18	15.40
Comsat RSI	PCS D 090-20-2V	4.18	15.40
Comsat RSI	PCS SD 085-16-2	0.00	11.80
Comsat RSI	PCS SD 090-20-2	0.00	14.00
CSS	SA-13	4.67	39.00
DAPA	2900-004	6.11	24.50
DAPA	2900-005	4.58	21.20
DAPA	2900-006	3.26	19.00
DAPA	2942-006	2.38	13.00
DAPA	2960-001	2.44	17.00
DAPA	2960-004	6.11	24.50
DAPA	2960-005	4.58	21.20
DAPA	2960-006	3.26	19.00
DAPA	2960-008	2.44	23.40
DAPA	2962-006	3.26	19.00
DAPA	2980-001	3.26	26.50
DAPA	2980-005	6.11	33.10
DAPA	2980-006	4.35	30.20
DAPA	2980-011	3.26	26.50
DAPA	2980-012	3.26	35.30
DAPA	2981-006	4.35	30.20
DAPA	3961-005	4.58	21.20
DAPA	ALP4014 N	4.00	20.00
DAPA	ALP8009 N10T	2.70	16.20
DAPA	ALP8009 N20T	2.70	16.20
DAPA	ALP8010 N	2.10	16.00
DAPA	ALP9211 N	3.90	26.70
DAPA	DAPA 2980-002	3.26	35.30
Decibel Products	ASPD-952	1.20	17.00
Decibel Products	ASPD963	2.55	50.00
Decibel Products	ASPD-973	1.60	27.00
Decibel Products	ASPD975	3.50	45.00
Decibel Products	ASPD975-3	3.50	45.00
Decibel Products	ASPD975-3T	3.50	45.00

OR BOOK 1565 PAGE 406

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	ASPD975-5T	3.50	45.00
Decibel Products	ASPD977	1.75	35.00
Decibel Products	ASPD977-3	1.75	35.00
Decibel Products	ASPD977-4	1.75	35.00
Decibel Products	ASPD977-5	1.75	35.00
Decibel Products	ASPD977-6	1.75	35.00
Decibel Products	ASPD978	1.75	35.00
Decibel Products	ASPD978-4	1.75	35.00
Decibel Products	ASPF-955	0.20	3.00
Decibel Products	DB499C	0.25	5.00
Decibel Products	DB560	2.34	35.00
Decibel Products	DB560	1.66	20.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561	2.87	43.00
Decibel Products	DB561K	2.87	43.00
Decibel Products	DB561K-CT	2.87	43.00
Decibel Products	DB562	3.41	47.00
Decibel Products	DB562K-CT	3.41	47.00
Decibel Products	DB563	3.52	50.00
Decibel Products	DB563Z	3.52	50.00
Decibel Products	DB564	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CR	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB564K-CT	4.10	53.00
Decibel Products	DB567 R90	3.90	21.00
Decibel Products	DB567 R90	7.00	80.00
Decibel Products	DB567KR90	7.00	66.00
Decibel Products	DB567KR90-CR	7.00	80.00
Decibel Products	DB567KR90-CT	7.00	80.00
Decibel Products	DB580	0.13	3.80
Decibel Products	DB583	0.13	3.80
Decibel Products	DB586	0.33	8.25
Decibel Products	DB586T6	0.33	8.25
Decibel Products	DB589	0.33	15.00
Decibel Products	DB589-XCT	0.64	11.50
Decibel Products	DB589-XCT3	0.64	11.50
Decibel Products	DB803	0.33	6.00
Decibel Products	DB803M-XC	0.33	6.00
Decibel Products	DB806	0.98	21.00
Decibel Products	DB806M	0.64	8.00
Decibel Products	DB806T6	0.98	21.00
Decibel Products	DB809	1.90	30.00
Decibel Products	DB809K	1.90	30.00
Decibel Products	DB809K-XC	1.90	30.00
Decibel Products	DB809M	1.19	25.00
Decibel Products	DB809M-XC	1.19	25.00
Decibel Products	DB809SR-X	1.90	30.00
Decibel Products	DB809SR-XC	1.90	30.00

OR BOOK 1525 PAGE 407

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB809T3	1.90	30.00
Decibel Products	DB809T3-XC	1.90	30.00
Decibel Products	DB809T6	1.90	30.00
Decibel Products	DB809T6-XC	1.90	30.00
Decibel Products	DB810	2.34	35.00
Decibel Products	DB810K	2.34	35.00
Decibel Products	DB810KT3-XC	2.34	35.00
Decibel Products	DB810KU3-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810K-XC	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M	2.34	35.00
Decibel Products	DB810M-XC	2.34	35.00
Decibel Products	DB812	3.20	66.00
Decibel Products	DB812F	3.50	72.00
Decibel Products	DB812K-XC	3.50	72.00
Decibel Products	DB833	2.00	15.00
Decibel Products	DB833R-F	2.00	20.00
Decibel Products	DB834	2.35	19.00
Decibel Products	DB834R-F	2.35	19.00
Decibel Products	DB842H80	1.00	5.00
Decibel Products	DB844H80	1.00	5.00
Decibel Products	DB844H80T6-XY	1.00	5.00
Decibel Products	DB844H90	2.00	10.00
Decibel Products	DB844H90VT-SX	2.00	10.00
Decibel Products	DB844H90VT-X	2.00	12.00
Decibel Products	DB844H90-X	2.00	12.00
Decibel Products	DB848H90-XY	4.00	20.00
Decibel Products	DB854H90	4.00	17.50
Decibel Products	DB854HV90D-SX	13.74	43.00
Decibel Products	DB854HVH90D-SX	13.74	43.00
Decibel Products	DB855DDH90	5.00	28.00
Decibel Products	DB855DDH90(E)	5.00	28.00
Decibel Products	DB858 H90	13.74	41.00
Decibel Products	DB858DDH90SX	13.74	41.00
Decibel Products	DB858HV65-SX	8.00	43.00
Decibel Products	DB864 H90	1.04	5.00
Decibel Products	DB871 H105	1.04	5.00
Decibel Products	DB871 H120	1.04	5.00
Decibel Products	DB871 H83	1.04	5.00
Decibel Products	DB872 H105	2.06	7.00
Decibel Products	DB872 H120	2.06	7.00
Decibel Products	DB872 H83	2.06	7.00
Decibel Products	DB872H105-X	2.06	7.00
Decibel Products	DB872H120	2.06	7.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105	4.10	14.00
Decibel Products	DB874H105-X	4.10	14.00
Decibel Products	DB874H105-XC	4.10	14.00
Decibel Products	DB874H120	4.10	14.00

OR BOOK 1565 PAGE 408

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Decibel Products	DB874H120	4.10	14.00
Decibel Products	DB874H83	4.10	14.00
Decibel Products	DB874H83-SX	4.10	14.00
Decibel Products	DB878H105	8.00	20.00
Decibel Products	DB878H105-X	8.00	20.00
Decibel Products	DB878H105-XC	8.00	20.00
Decibel Products	DB878H120	8.00	20.00
Decibel Products	DB878H120-X	8.00	20.00
Decibel Products	DB878H120-XC	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83	8.00	20.00
Decibel Products	DB878H83-SX	8.00	20.00
Decibel Products	DB878H83-X	8.00	20.00
Decibel Products	DB881H60	1.04	5.00
Decibel Products	DB882H60	2.06	7.00
Decibel Products	DB884H45	3.90	21.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45	4.10	14.00
Decibel Products	DB884H45-X	4.10	14.00
Decibel Products	DB884H60	4.10	14.00
Decibel Products	DB930DD65E-M	2.70	15.00
Decibel Products	DB932DD65T2E-M	3.10	17.00
Decibel Products	DB932DD90T2E-M	4.50	18.00
Decibel Products	DB978H120E-M	2.00	7.10
Decibel Products	DB983H65E-M	3.30	12.00
EMS	FC90-11-00NA	4.00	21.00
EMS	FR90-16-00DP	3.10	18.00
EMS	FR90-16-02DP	3.10	18.00
EMS	FS70-12-00NA	8.00	36.00
EMS	FS70-12-10_A2	8.00	36.00
EMS	FS90-09-00	5.00	27.00
EMS	FS90-09-05_A2	5.00	27.00
EMS	FS90-11-00	8.00	36.00
EMS	FS90-12-00_A2	8.00	36.00
EMS	FV105-10-00	2.70	15.00
EMS	FV105-10-05	2.70	15.00
EMS	FV105-10-10	2.70	15.00
EMS	FV105-12-00	8.00	34.00
EMS	FV60-15-00NA	8.00	27.50
EMS	FV65-13-00_A2	4.00	21.00
EMS	FV70-14-00_A2	4.00	21.00
EMS	FV90-09-10NA	2.70	15.00
EMS	FV90-11-00	4.00	21.00
EMS	FV90-11-05_A2	4.00	21.00
EMS	FV90-11-10_A2	4.00	21.00
EMS	FV90-12-00	6.00	30.00
EMS	FV90-12-00_A2	6.00	30.00
EMS	FV90-12-05_A2	6.00	30.00
EMS	FV90-12-10	6.00	30.00
EMS	FV90-12-10_A2	6.00	30.00

OR BOOK 1565 PAGE 409

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
EMS	FV90-13-00	6.00	30.00
EMS	FV90-13-00_A2	8.00	34.00
EMS	RR90-14-00	1.70	9.00
EMS	RR90-17-02	3.10	18.00
EMS	RS80-10-00_A2	8.00	36.00
EMS	RV105-11-00_A2	4.00	21.00
Gabriel	DDP10P-59BSE	78.54	370.00
Gabriel	DDP8P-59BSE	50.27	280.00
Gabriel	GHA10-21	78.54	310.00
Gabriel	SRD10-59ASE	78.54	535.00
Gabriel	SRD8-59ASE	50.27	395.00
Hazeltine	820-080-11-9 840	6.30	28.00
Hazeltine	820-080-11-9 870	6.30	28.00
Kathrein	740198	1.37	16.00
Kathrein	63-30-6-1	5.38	22.00
Kathrein	740198 RFM3	2.00	39.00
Kathrein	740198R2	2.73	23.50
Kathrein	740198RF	18.00	1.80
Kathrein	740198RFL2	1.36	15.00
Kathrein	740198RFM2	39.00	2.00
Kathrein	KT-740198	1.37	16.00
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198R2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL2	2.73	23.50
Kathrein	KT-740198RFL5/8	1.73	18.00
Kathrein	KT-740198RFL5/8	1.73	18.00
Mark	HP-100A72 RF	113.04	336.00
Mark	HP-60A120L	314.00	860.00
Mark	HP-60A72 L	113.04	336.00
Mark	HP-60A72 RF	113.04	336.00
Mark	MHP-21A96	200.96	491.00
Mark	MHP-60A72 R	113.04	336.00
Mark	P-21A120G	314.00	286.00
Mark	P-21A120GF	314.00	286.00
Mark	P-21A120N	314.00	575.00
Mark	P-21A144G	452.16	465.00
Mark	P-21A48	50.24	127.00
Mark	P-21A48N	50.24	127.00
Mark	P-21A72G	113.04	128.00
Mark	P-21A72GF	113.04	128.00
Mark	P-21A72N	113.04	202.00
Mark	P-21A96G	200.96	216.00
Mark	P-21A96GF	200.96	216.00
Mark	P-21A96N	200.96	293.00
Mark	P-21B72GF	113.04	128.00
Mark	P-22A72G	113.04	128.00
Mark	P-24A48GN-2	50.24	86.00
Mark	P-24A72GN-U	113.04	128.00
Mark	P-24A96GN	200.96	216.00

OR BOOK 1565 PAGE 410

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Mark	P-57848N-2	50.24	127.00
Mark	P-57A48N	50.24	127.00
Mark	P-57A48N-2	50.24	127.00
Mark	P-57A72N-2	113.04	202.00
Mark	P-57A96-2	200.96	293.00
Mark	PA-21B48N	50.24	127.00
Mark	PA-21B72G	113.04	171.00
Northern Telecom	CELL PLUS		
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART	17.24	176.00
Northern Telecom	SMART 2.5	17.24	176.00
RSI	A-57A24N-U	78.54	20.00
RSI	HP-105A120	78.54	866.00
RSI	HP-105A72	28.27	336.00
RSI	HP-60120W	78.54	866.00
RSI	HP-60A72	28.27	336.00
RSI	MHP-21A72	28.27	336.00
RSI	MHP-21A96	50.27	491.00
RSI	MHP-21B96	50.27	491.00
RSI	MHP-6072W	28.27	336.00
RSI	MHP-6096W	50.27	491.00
RSI	MHP-60A96	50.27	491.00
RSI	P-105A48	12.57	109.00
RSI	P-21A120G	27.43	286.00
RSI	P-21A144G	46.87	465.00
RSI	P-21A72G	11.22	171.00
RSI	P-21A96G	19.00	216.00
RSI	P-24A48G	6.32	86.00
RSI	P-24A72G	11.22	171.00
RSI	P-24A72GF-2	11.22	171.00
RSI	P-24A96G	19.00	216.00
RSI	P-57A72N	28.27	120.00
RSI	P-57A96N	50.27	240.00
RSI	P-57B48N	12.57	109.00
RSI	P-57C24N	3 14	120.00
RSI	P-60A72	28.27	120.00
RSI	P-60A96	50.27	240.00
RSI	PA-21B72G	11.22	128.00
RSI	PA-21B72GP	11.22	128.00
Scala	740198	1.37	16.00
Scala	740217	3.90	13.40
Scala	AP11-850/105	3.50	13.60
Scala	AP13-850/065	3.50	19.00
Scala	AP16-850/047	7.50	26.00
Scala	KT740198R2	2.73	23.50
Scala	KT740198R5/8	1.73	18.00
Scala	KT740218R2	2.73	23.50
Scala	KT740218R5/8	1 73	18.00
Scala	OGC 9825RFL5/8	1.73	18.00
Scala	OGC6-825-2D	1.94	16.00

OR BOOK 1565 PAGE 411

DATA

Antenna Manufacturer	Model	Wind Area (ft2)	Weight (lbs)
Scala	OGC9-825	1.37	16.00
Scala	OGC9-825 RFL5/8	1.97	18.00
Scala	OGC9-825N	1.37	16.00
Scala	OGC9-825N RFL2	0.60	23.00
Scala	OGC9-825N RFM3	0.60	23.00
Scala	OGC9-825NR5/8	1.73	18.00
Scala	OGC9-825RFL-2	1.37	16.00
Scala	PR-850	4.40	38.00
Scala	PRBB-850	4.40	38.00
Sinclair	SLR-410C-4R160	2.80	27.00
Sinclair	SLR-410C-4R60	2.58	27.00
Sinclair	SLR-410C-4R90	2.57	27.00
Sinclair	SRL410 C9 R105	5.50	35.00
Sinclair	SRL410 C9 R160	5.94	35.00
Swedcom	900900NA	1.33	10.00
Swedcom	901200NA	2.30	20.00
Swedcom	901200NAS	2.30	20.00
Swedcom	901205NAS	2.30	20.00
Swedcom	901210NAS	2.30	20.00
Swedcom	ALP110 08	1.60	15.00
Swedcom	ALP110 11	3.70	24.50
Swedcom	ALP4014-N	4.00	20.00
Swedcom	ALP4016N	8.10	33.30
Swedcom	ALP6011N	2.30	18.00
Swedcom	ALP6014N	5.40	28.90
Swedcom	ALP6016N	9.50	55.10
Swedcom	ALP8010N	2.10	16.00
Swedcom	ALP8013N	4.50	27.30
Swedcom	ALP9209N	1.70	15.30
Swedcom	ALP9212N	3.90	26.70
Swedcom	ALP9214N	8.10	53.30
Swedcom	ALP-E 9011	2.30	20.00
Swedcom	CTY10510 N	5.30	16.00
Swedcom	CTY9006-N	5.10	2.00
Swedcom	CTY9010	5.30	16.00

OR BOOK 1565 PAGE 412

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2527707 OR BOOK 2125 PAGE 2093, Recorded 12/30/2004 at 08:37 AM

Return to:
Stephani Leadingham
AFL Wireless
1685 Bluegrass Lakes Parkway, Alpharetta, GA 30004
Sprint PCS Site ID: MI60XC245-B

Memorandum of Site Lease Acknowledgement

This Memorandum evidences that a lease was made and entered into by written Site Lease Acknowledgement dated November 24, 2004, between Crown Castle South LLC, a Delaware limited liability company ("Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such agreement provides in part that Lessor subleases to Lessee a portion of a certain site ("Site) located on 450 SW Thornhill Drive, City of Port St. Lucie, County of St. Lucie, State of Florida, which is described in Attachment "1" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years, with automatic renewal for four (4) five-year terms, commencing on earlier of : (i) the first day of the month immediately following the date that is one hundred eighty (180) days from the date on which the SLA is sent by certified mail, return receipt requested, or delivered by a nationally recognized courier service, or hand delivered from Lessor to Lessee for execution (provided that the SLA is subsequently fully executed); or (ii) the first day of the second month immediately following the first to occur of (a) the issuance of a building permit for the construction or installation of Lessee's Equipment, or (b) commencement of construction or installation of Lessee's Equipment. The Basic Monthly Payments shall commence on the SLA Term Commencement Date.

[SIGNATURES APPEAR ON NEXT PAGE]
[REMAINDER OF PAGE LEFT BLANK INTENTINALLY]

LESSOR:
Crown Castle South LLC, a Delaware limited liability company

By: _____ Witness: Tyrell Moore
Print Name: Jason Caliento Print Name: Tyrell L. Moore
Title: Vice President of Assets Witness: Sara Price
Print Name: SARA PRICE

LESSEE:
Sprint Spectrum L.P., a Delaware limited partnership

By: _____ Witness: Angie Chromy
Print Name: James G. Meyers Print Name: Angie Chromy
Title: AVP-Site Delivery Witness: Karen S. Thomas
Print Name: Karen S. Thomas

Address: 6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

LESSOR NOTARY BLOCK

(STATE OF North Carolina)
(COUNTY OF Mecklenburg) ss:

On the 24 day of November, 2009, before me personally came Jason Caliento, to me known who, being by me duly sworn, did depose and say that he resides in North Carolina; that (s)he is an Vice President of Assets of Crown Castle South, ~~Inc~~ LLC, a Delaware ~~corporation~~ limited liability company described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Cinde Moore
Notary Public

[Notary Seal]

CINDE MOORE NOTARY PUBLIC UNION COUNTY, NC

LESSEE NOTARY BLOCK

(STATE OF KANSAS)
(COUNTY OF JOHNSON) ss:

On the 22 day of November, 2009 before me personally came James G. Meyers to me known who, being by me duly sworn, did depose and say that he resides in Kansas; that (s)he is an AVP-Site Delivery of Sprint Spectrum, the LLC corporation described in and which executed the foregoing instrument; and that (s)he signed his name thereto by order of the Board of Directors.

Notary Public - State of Kansas
SUSAN K. MULVANEY
My Appointment Expires 7/8/10

Susan K Mulvaney
Notary Public

[Notary Seal]

DESCRIPTION OF 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 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. 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 375.28 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. 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 188.83 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 178.82 feet; thence North 24° 42' 41" West a distance of 10.01 feet to the POINT OF BEGINNING; 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. Lucie West-02

William B. Zentz & Associates, Inc.
Land Survey Services
CERTIFICATE OF AUTHORIZATION (LB) 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. 5278
STATE OF FLORIDA

JOB No. 100-022
DATE 6/2/98
SHEET 1 OF 2

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3577018 OR BOOK 3281 PAGE 308, Recorded 03/31/2011 at 01:35 PM
Doc Tax: $0.70

STATE OF FLORIDA
COUNTY OF ST. LUCIE

8416-C-FL
(06-2007)

Preparer's Name and Address:

Jim Cox, P.E.
c/o AT&T Florida
5360 NW Nassau Lane
Port St. Lucie, FL 34983-3312

Grantee's Address:

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
3300 Okeechobee Road, Room 237
Ft. Pierce, FL 34947

NON-EXCLUSIVE EASEMENT

For and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises, **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "Grantor"), does hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, d/b/a AT&T Florida** (hereinafter referred to as "Grantee"), and its successors and assigns, an easement ("Easement") to construct, operate, maintain, add and/or remove such systems of communications, or related items as Grantee may from time to time deem necessary in the conduct of its business upon, over, under and across a portion of the following real property and drainage right-of-way, situate, lying and being in the County of **St. Lucie**, State of **Florida**, to wit:

See Exhibit "A," attached hereto and incorporated herein.

This Easement, including the following rights are hereby granted: the right of ingress and egress to the Easement; the right to allow Grantee's contractors to lay cable or conduit or other appurtenances on and under the Easement area for communications; the right, but not the obligation, to clear the Easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim, cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Easement area which might interfere with or fall upon the lines or systems of communication; the right to relocate said facilities and systems of communications of Grantee to a mutually acceptable and agreeable new easement location if any future highway relocation, widening, or improvements required and constructed by Grantor, the City of Port St. Lucie, shall require the removal of said facilities and systems outside the above-described Easement area; and the right to allow Grantee's suppliers to provide fuel or other similar energy resources to Grantee's equipment within the Easement area.

To have and to hold the above granted Easement unto Grantee, its successors and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land upon which the aforesaid Easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

If any of the real estate, landscaping, sod, or any other improvement located on Grantor's property, outside the Easement area, is disturbed or damaged by any of the activities, under this agreement, of Grantee, its agents, employees, servants, contractors, consultants, or persons acting pursuant to contracts or agreement with Grantee then Grantee shall restore all such property to a condition, substantially similar to the condition, existing prior to the disturbance or damage.

Grantor reserves the right to use the subject property, Easement area, and all adjacent City property in any manner that will not unreasonably interfere with the Easement rights granted to Grantee hereinabove.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, consultants, in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the above-described Easement area.

In the event that any of Grantor's drainage substructures, conduits, or pipes lying within or adjacent to the non-exclusive easement area require replacement or maintenance by Grantor, then Grantee will fully cooperate with Grantor to insure that replacement and maintenance will occur in a timely manner while protecting the Grantee's existing direct buried communication cables and above ground equipment cabinets. Further, Grantee agrees that in the event any damage or destruction of Grantor's above-described facilities is caused solely by Grantee's activities within the non-exclusive easement area, then Grantee shall pay for any and all costs associated with the repair or replacement of said facilities of Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper officer or representative duly authorized this 29 day of March, 2011.

Signed, sealed and delivered In the presence of:

Mary Ann Verillo
Print Name: MARY ANN VERILLO
Witness

Betty Bollinger
Print Name: Betty Bollinger
Witness

CITY OF PORT ST. LUCIE, a Florida municipal corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

By: Jerry A. Bentrott
Jerry A. Bentrott, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this 29 day of March, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, Jerry A. Bentrott, as City Manager, authorized to act on behalf of **CITY OF PORT ST. LUCIE, a Florida corporation**, is [X] personally known to me or [ ] proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at City Hall, in the County and State aforesaid, on this, the 29 day of March, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Verillo
Commission # DD665926
Expires: JUNE 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY SEAL/STAMP

_____(Seal)
Mary Ann Verillo
Print Name of Notary Public

Notary Public, State of 06-09-2011
My Commission expires

TO BE COMPLETED BY GRANTEE

District Central	FRC	Wire Center/NXX South Port St. Lucie	Authority 0E854454N
Drawing	Area Number	Plat Number	RWID
Parcel ID 3420-585-0013-000-1	Approval Charles L. Adams 7/31/2011		Title Area Manager

This Non-Exclusive Easement to AT&T has been duly authorized and approved by the City Council of the City of Port St. Lucie by Ordinance 11-17.

THIS IS NOT A SURVEY

DESCRIPTION

EQUIPMENT 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 THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN 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:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET TO THE POINT OF BEGINNING, OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 20.00'; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

CABLE 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 THE PLAT ENTITLED PORT ST. LUCIE SECTION EIGHTEEN 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:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "O"; THENCE SOUTH 26°54'12" EAST, ALONG THE EASTERLY LINE OF SAID TRACT "O", A DISTANCE OF 658.49 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 63°05'48" WEST, A DISTANCE OF 8.23 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°05'48" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 63°05'48" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 26°54'12" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 63°05'48" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 26°54'12" EAST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 450 SQUARE FEET, MORE OR LESS.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5366

11-5-2010
DATE:

AT&T PROJECT No. 0E854454N

SKETCH & DESCRIPTION

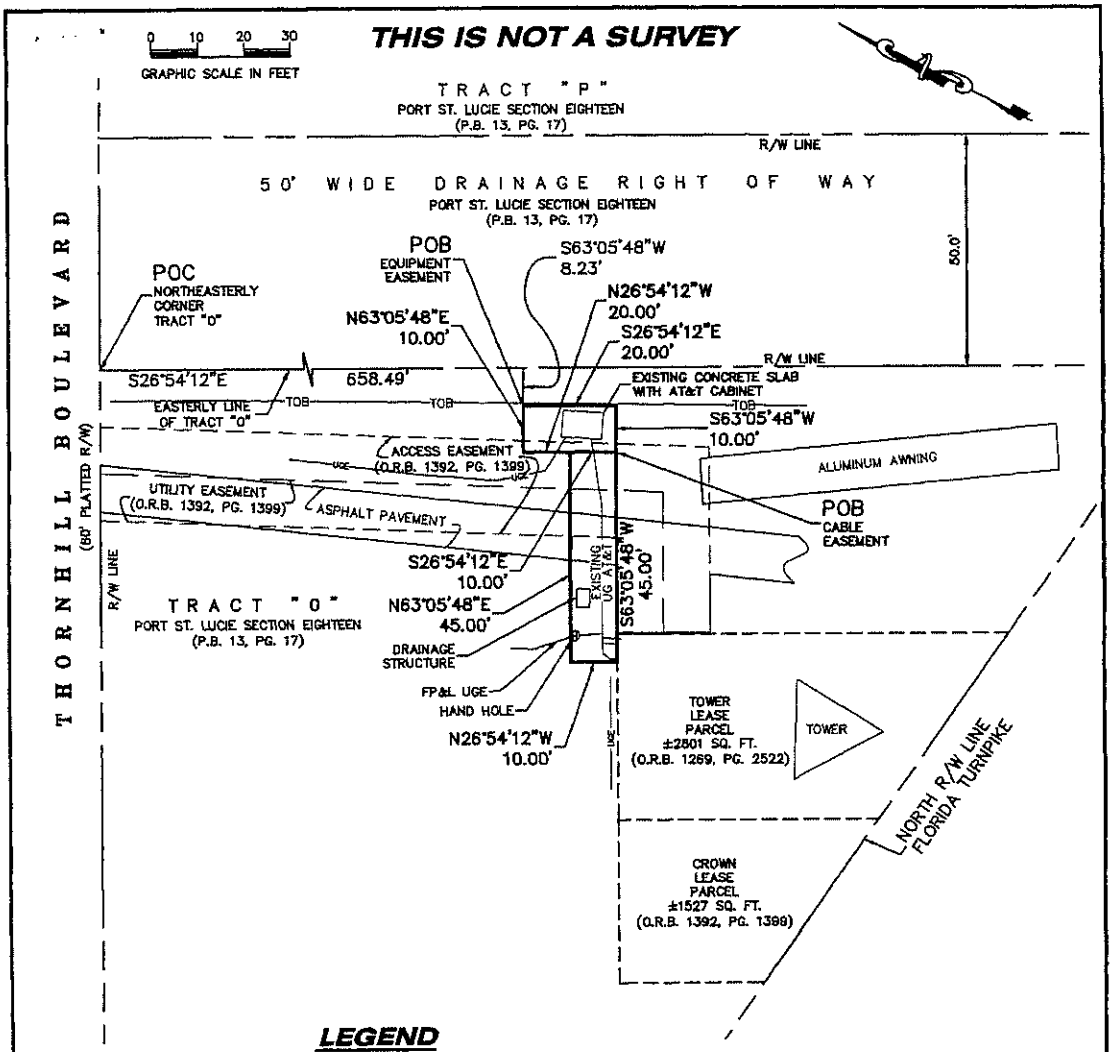
PREPARED FOR:
AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 | DATE: 10/7/2010 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE : 10-136SK&D1.dwg
SCALE : 1"= 30' | DRAWN BY: BCS | PAGE: | EFB FILE:

SHEET 1 OF 2



LEGEND

P.O.C.	POINT OF COMMENCEMENT	UG AT&T	UNDERGROUND AT&T
P.O.B.	POINT OF BEGINNING	R/W	RIGHT OF WAY
P.L.S.	PROFESSIONAL LAND SURVEYOR	℄	CENTERLINE
L.B.	LICENSED BUSINESS	No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK	TYP	TYPICAL
PB	PLAT BOOK	SQ.	SQUARE
PG	PAGE	FT.	FEET
UGE	UNDERGROUND ELECTRIC	TOB	TOP OF BANK
FPL	FLORIDA POWER & LIGHT		

AT&T PROJECT No. 0EB54454N

SKETCH & DESCRIPTION

PREPARED FOR:

AT&T OF FLORIDA

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 10-136 DATE: 10/7/2010 FIELD BOOK:
SCALE : 1"= 30' DRAWN BY: BCS PAGE:
CHECKED BY: MTO CADD FILE : 10-136SK&D1.dwg
EFB FILE:

SHEET 2 OF 2

M:\10-Projects\10-136 ATT HAYSVILLE-THORNHILL\10-136SK&D1.dwg, 11/5/2010 9:21:43 AM, Adobe PDF, mto 8X11

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3691396 OR BOOK 3377 PAGE 2728, Recorded 04/09/2012 at 09:54

Verizon Wireless Site Name: Bellsouth St. Lucie West / 62725

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.
P.O. BOX 2844
COLUMBIA, S.C. 29202

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

AMENDED MEMORANDUM OF CO-LOCATION AGREEMENT

This Amended Memorandum of Co-Location Agreement (the "Amended Memorandum") is made this 22 day of March, 2012, between **CROWN CASTLE SOUTH LLC** , a Delaware limited liability company, hereinafter designated "Crown", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership **D/B/A VERIZON WIRELESS**, hereinafter designated "Verizon Wireless". Crown and Verizon Wireless are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Crown and Verizon Wireless entered into a Co-Location Agreement dated June 25, 1999, as may have been previously amended and/or assigned (collectively, the "Agreement"), whereby Verizon Wireless leased from Crown space as described in that certain Agreement; and

WHEREAS, this Amended Memorandum is not intended to supersede, replace, or release Verizon Wireless' rights under any prior recorded Memorandum;

NOW THEREFORE, the terms of the Agreement are modified as follows:

1. In consideration of the payments, and subject to the terms and conditions, set forth in the Agreement, Crown has leased to Verizon Wireless space at that certain property located on 480 SW Thornhill Drive, Port St. Lucie, St. Lucie, Florida 34984, which property is further identified on Exhibit 1 attached hereto and made a part hereof. The lease includes an 8' x 16' lease area for Verizon Wireless' equipment and a separate 4' x 7' lease area for Verizon Wireless' fuel tank, antennas on Crown's tower, the non-exclusive easement rights for ingress and egress, and for the installation and maintenance of utilities to the nearest public right of way located on that parcel of land located in St. Lucie County, State of Florida.

2. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Crown and Verizon Wireless.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Crown and Verizon Wireless have caused this Memorandum to be duly executed on the date first written above.

CROWN:
CROWN CASTLE SOUTH LLC,
A Delaware limited liability company

WITNESS

WITNESS

By: _____
Name: Jodi C. Pollice
Title: Interim Licensing Manager
Date: 3/22/2012

VERIZON WIRELESS:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

WITNESS

WITNESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 3-19-2012

STATE OF Pennsylvania :

: SS

COUNTY OF Washington :

ACKNOWLEDGEMENT

I, Katherine Witzberger a Notary Public for the County of Washington, State of Pennsylvania, do hereby certify that Jodi C. Pollice, to me personally known, who, being by me duly sworn, said that (s)he is Interim Licensing Manager of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, and that (s)he being authorized to do so, executed the foregoing instrument on its behalf.

Sworn to and subscribed before me
this 22nd day of March,
2012.

Katherine Witzberger
Notary Public
My Commission Expires: 3.30.2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine Witzberger, Notary Public
Cecil Twp., Washington County
My Commission Expires March 30, 2014
Member, Pennsylvania Association of Notaries

STATE OF NORTH CAROLINA : SS

COUNTY OF MECKLENBURG :

I, Jean M. Musa, a Notary Public for Mecklenburg County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, and that he executed the foregoing Instrument on its behalf.

Sworn to and subscribed before me
this 19 day of MARCH,
2012

Jean M Musa

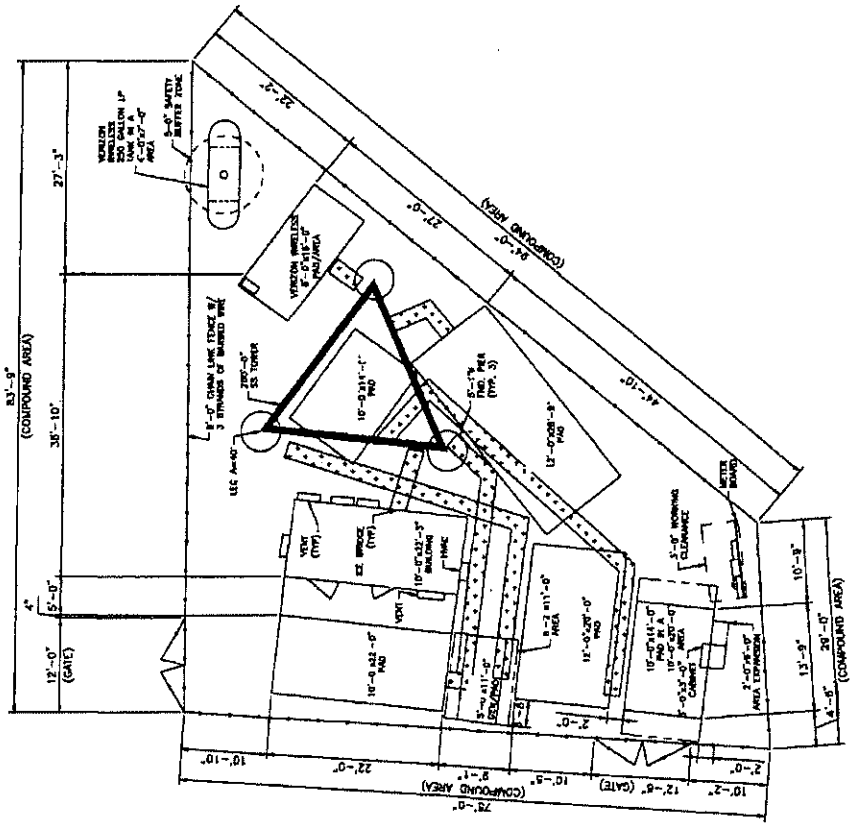
Notary Public

My Commission Expires: _____

JEAN M MUSA
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
May 18, 2015

Exhibit 1

(See Attached)



BUSINESS UNIT: 813810

CROWN CASTLE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080754 OR BOOK 3756 PAGE 2328, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $30.10

Prepared by and when recorded return to:
Stefanie Beskovoyne, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

NON-EXCLUSIVE ACCESS EASEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT ("Easement"), executed this 11th day of June, 2015 by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 to FLORIDA POWER AND LIGHT COMPANY, a Florida corporation ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain property located in St. Lucie County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Grantee desires to obtain a perpetual non-exclusive access easement from Grantor over that certain portion of Grantor's Property as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Easement Area"), in order to access the easement area granted to Grantee by Grantor under that certain underground utility easement dated of even date herewith and recorded immediately preceding this Easement in the Official Records of St. Lucie County, Florida; and

WHEREAS, Grantor desires to grant Grantee a perpetual non-exclusive access easement over the Easement Area for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its agents, successors and assigns, a perpetual non-exclusive access easement in, on, over and across the Easement Area for the sole purposes of ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns and the right to keep any road on the Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee's use.

TO HAVE AND TO HOLD this Easement hereby granted unto Grantee, its licensees, agents, legal representatives, successors and assigns, together with all conditions and covenants set forth herein, which covenants shall run with the land and shall inure to and be binding upon the heirs, representatives, successors and assigns of Grantee.

IT IS UNDERSTOOD that Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, across, through or upon the Easement Area by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on the Property, outside or within the Easement Area, is disturbed or damaged by Grantee while performing any of its activities under this Easement, then Grantee shall restore such damaged portion of the Property to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor or any other third party.

IT IS ALSO UNDERSTOOD that Grantor, for itself and its successors and assigns, reserves the right to install, construct, repair and maintain any improvements, including but not limited to utility facilities, within the Easement Area at any location, in Grantor's sole discretion, provided Grantor's use of the Easement Area does not interfere and/or is not inconsistent with the rights granted to Grantee herein.

IT IS ALSO FURTHER UNDERSTOOD, that Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in Grantee's use of the Easement Area under this Easement, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper, duly authorized officer or representative the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, Florida municipal corporation

Natalie Tennesson
Witness
Print Name: Natalie Tennesson

Robin F Hampl
Witness
Print Name: Robin Hampl

By: _____
Gregory J. Oravec, Mayor

Attest: _____
Karen A. Phillips, City Clerk

Approved as to Form and Correctness:

By: _____
Pam E. Booker, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 8th day of June, 2015, by Gregory J. Oravec, as Mayor for the City of Port St. Lucie, who ☒ is personally known to me, or ☐ who has produced _____ as identification.

Robin F Hampl
Notary Signature

NOTARY SEAL/STAMP

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

Robin F. Hampl
Print Name of Notary

GRANTEE:

Signed, sealed and delivered in the presence of:

FLORIDA POWER AND LIGHT COMPANY, a Florida corporation

Witness
Print Name: Michelle M. Kahmann

Witness
Print Name: Amy Wilkos

Dean J. Girard, Director, Corporate Real Estate

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Dean J. Girard, as Director of Corporate Real Estate for Florida Power & Light Company, a Florida corporation, who X is personally known to me, or ☐ who has produced _____ as identification.

Notary Signature

NOTARY SEAL/STAMP

Notary Public State of Florida
Michelle M Kahmann
My Commission EE105168
Expires 09/18/2015

Michelle M. Kahmann
Print Name of Notary

Exhibit "A"

The Property

A Portion of Parcel ID: 3420-585-0013-000-1:

A tract or parcel of land lying in Sections 5 and 8 Township 37 South, Range 40 East, more particularly described as follows: -

The Northerly 500 feet of the Easterly 325 feet of Tract "O" as shown on Plat of PORT ST. LUCIE SECTION EIGHTEEN recorded in Plat Book 13, Page 17 of the Public Records of St. Lucie County, Florida.

All lying and being in the City of Port St. Lucie, St. Lucie County, Florida. Containing 3.73 Acres, more or less.

LEGAL DESCRIPTION

EXHIBIT B

ACCESS EASEMENT 1

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;

Commence 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 80.00 foot wide right-of-way), 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 the Southerly right-of-way line of Thornhill Drive; thence North 63°05'48" East, a distance of 20.00 feet to the POINT OF BEGINNING

Containing 14,500.3 square feet, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

5/29/15
DATE

Sheet 1 of 2

DESCRIPTION
OF
ACCESS EASEMENT 1

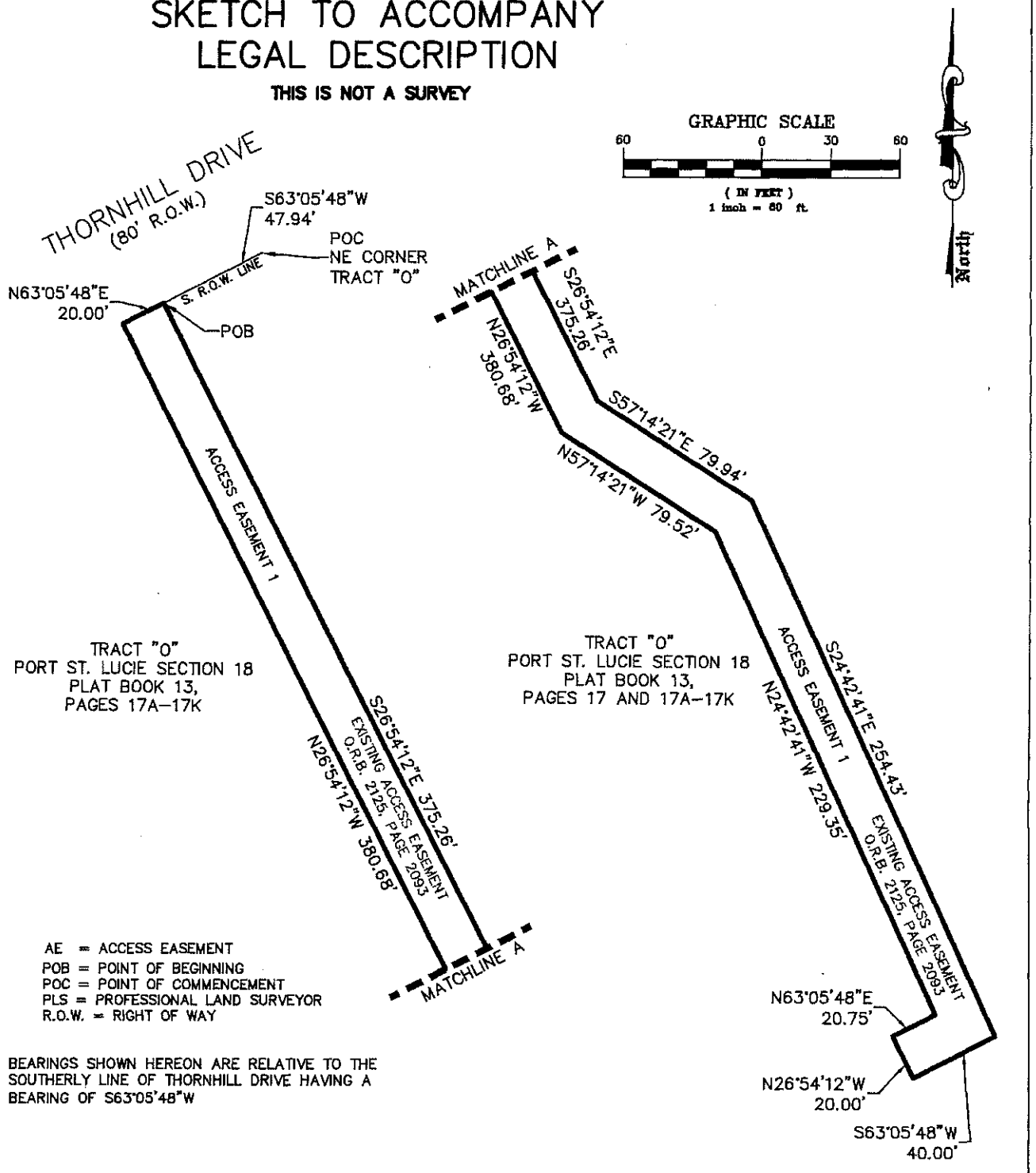
File: 12-299 s&d ae1.dwg
Date: 4-02-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 folleasements\12-299 s&d ae1.dwg, 5/29/2015 9:29:31 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



AE = ACCESS EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R.O.W. = RIGHT OF WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE OF THORNHILL DRIVE HAVING A BEARING OF S63°05'48"W

SKETCH OF DESCRIPTION

OF

ACCESS EASEMENT 1

File: 12–299 s&d ae1.dwg
Date: 4–02–2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cr-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.cr-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ae1.dwg, 5/29/2015 9:29:11 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4080756 OR BOOK 3756 PAGE 2343, Recorded 06/12/2015 at 04:27 PM
Doc Tax: $936.60

Prepared by and Return to:

Florida Power & Light Company
Samantha J. Saucier CRE/JB
700 Universe Blvd.
Juno Beach, FL 33408

Parcel ID# 3420-585-0013-000-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida ("Grantor"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (collectively, "Grantee")(the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more underground electric transmission and distribution lines, including but not limited to, wires, cables, conduits, roads, trails and equipment associated therewith, attachments, appurtenant equipment, and appurtenant above-ground equipment, and for communication purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of Grantor situated in the County of St. Lucie and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof;

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved (except for existing asphalt pavement) without the prior written permission of Grantee, or its successors or assigns, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

Grantee, at its sole cost and expense, shall be responsible for the maintenance, repair, construction, operation and replacement of any and all improvements installed, erected, constructed or in anywise made over, under, across, through or upon the above-described right-of-way by Grantee, its agents, contractors, subcontractors, invitees and assigns. If any of the real estate, vegetation, landscaping, sod, or any other improvement located on said right-of-way is disturbed or damaged by Grantee while performing any of its activities under this easement, then Grantee shall restore such damaged portion of the right-of-way to a condition, substantially similar to the condition, existing prior to the disturbance or damage; provided that such damage is not caused by the negligence or misconduct of Grantor.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, or consultants in the construction, operation, maintenance, reconstruction or use of Grantee's facilities and systems of communications located upon, over, under and around the easement area, unless such liability, loss, or damage is caused by Grantor's negligence or failure to exercise care. In no event shall Grantee be liable for any indirect, special, incidental, punitive or consequential damages.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

NOTE: Grantor has agreed to grant Grantee a perpetual non-exclusive access easement over the above-described right-of-way via that certain Non-Exclusive Access Easement dated of even date herewith, and to be recorded immediately after this easement in the Official Records of St. Lucie County, Florida, in order to grant Grantee access to the right-of-way granted to Grantee hereunder. Prior to accessing the above-described right-of-way, Grantee shall provide reasonable notice to Grantor.

[Signature and acknowledgment appear on following page.]

IN WITNESS WHEREOF, the Grantor has executed this easement this 8th day of June, 2015.

Witnesses:

GRANTOR:

THE CITY OF PORT ST. LUCIE,
a municipality of the State of Florida

By: Natalie Tennesan
Print Name: Natalie Tennesan

By: Robin Hampl
Print Name: Robin Hampl

Gregory J. Oravec, Mayor

APPROVED as to Form and Correctness:

Pam E. Booker, City Attorney

Acknowledgment

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory J. Oravec, as Mayor of THE CITY OF PORT ST. LUCIE, a municipality of the State of Florida, freely and voluntarily under authority duly vested in him on behalf of the City and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.

Notary Public
Printed, typed or stamped name of Notary Public

My Commission Expires: 7/10/15

ROBIN F. HAMPL
Notary Public - State of Florida
My Comm. Expires Jul 10, 2015
Commission # EE 110846

LEGAL DESCRIPTION

UE–2

Being an easement lying in a portion of Tract "O", as shown on the plat of PORT ST. LUCIE SECTION EIGHTEEN, Plat Book 13, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Tract "O" of said plat of PORT ST. LUCIE SECTION EIGHTEEN; thence North 26°52'44" West, along the Easterly line of said Tract "O", a distance of 1447.77 feet to the POINT OF BEGINNING of the following described easement;

Thence continue North 26°52'44" West, a distance of 44.63 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 37°34'02"; thence northwesterly along the arc a distance of 59.01 feet; thence North 64°26'46" West, a distance of 19.50 feet to a point of curve to the left having a radius of 40.00 feet, a central angle of 52°27'12"; thence westerly along the arc a distance of 36.62 feet; thence South 63°06'01" West, a distance of 55.73 feet to a point of curve to the right having a radius of 212.01 feet, a central angle of 35°11'27"; thence westerly along the arc a distance of 130.22 feet; thence North 81°42'31" West, a distance of 231.29 feet; thence North 37°58'10" West, a distance of 484.57 feet to the Southerly right–of–way of Thornhill Drive (a variable width right–of–way); thence North 63°07'16" East, along said Southerly right–of–way, a distance of 20.38 feet; thence South 37°58'10" East, a distance of 436.50 feet to a point of curve to the left having a radius of 90.00 feet, a central angle of 43°44'21"; thence southeasterly along the arc a distance of 68.71 feet; thence South 81°42'31" East, a distance of 187.14 feet to a point of curve to the left having a radius of 192.01 feet, a central angle of 35°11'27"; thence easterly along the arc a distance of 117.93 feet; thence North 63°06'01" East, a distance of 55.73 feet to a point of curve to the right having a radius of 60.00 feet, a central angle of 52°27'12"; thence easterly along the arc a distance of 54.93 feet; thence South 64°26'46" East, a distance of 19.50 feet to a point of curve to the right having a radius of 110.00 feet, a central angle of 02°28'13"; thence southeasterly along the arc a distance of 4.74 feet; thence North 26°52'44" West, a distance of 16.57 feet; thence North 63°07'16" East, a distance of 50.00 feet; thence South 26°52'44" East, a distance of 124.45 feet; thence South 63°07'16" West, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.593 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK,VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT–OF–WAY AND/OR EASEMENTS OF RECORD.

5/29/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

REVISION: REVISED LABEL GLM 10–30–2014
REVISION: REVISED LABEL AND LEGAL DESCRIPTION GLM 10–10–2014
REVISION: ADDED AREA TO EASEMENT, REVISED LEGAL DESCRIPTION GLM 10–9–2014

DESCRIPTION
OF
UTILITY EASEMENT–2

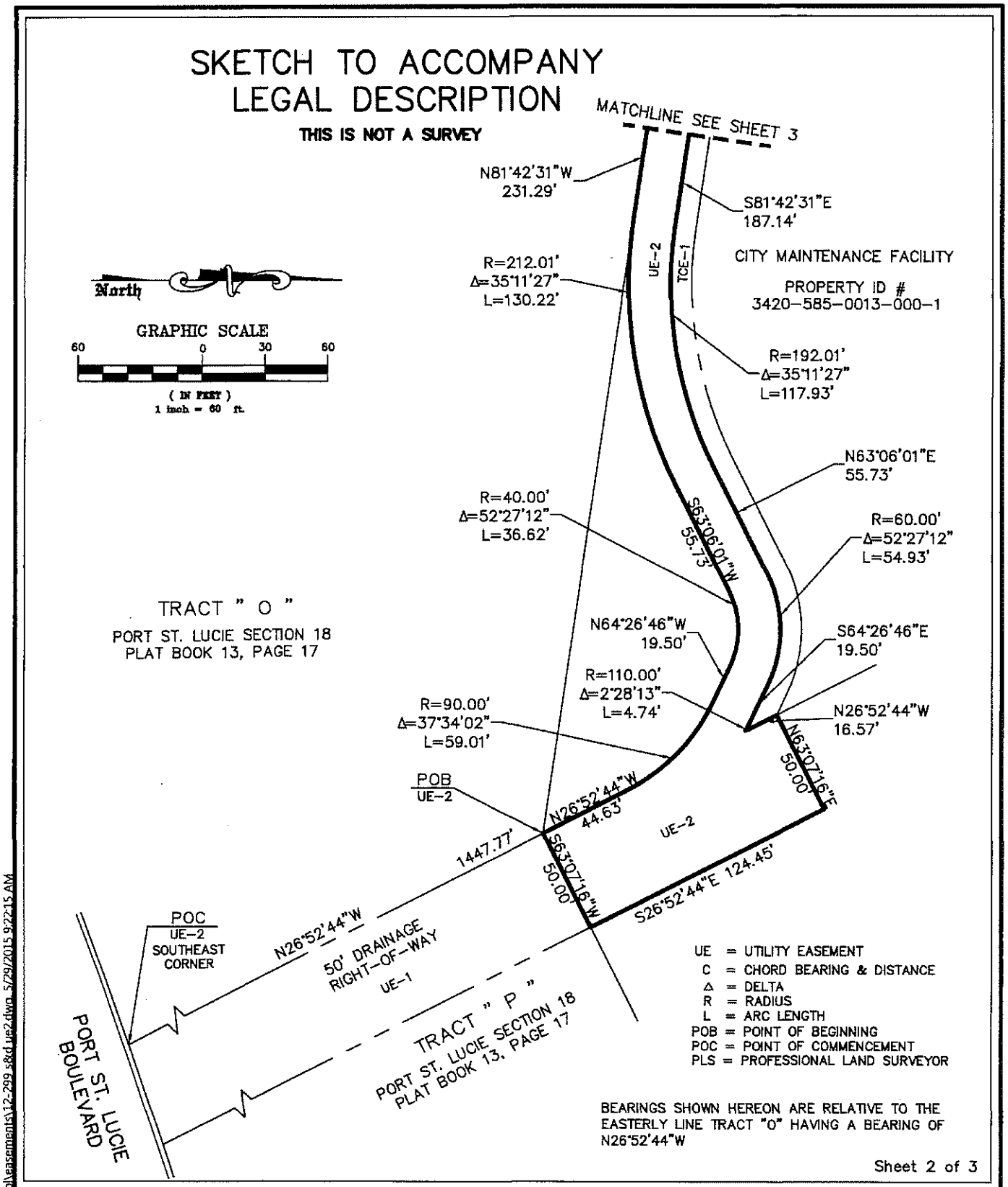
File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4284

P:\Proj-2012\12-299.004 fp\easements\12-299 s&d ue2.dwg, 5/29/2015 9:21:43 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT-2

File: 12-299 s&d ue2.dwg
Date: 9-19-2014

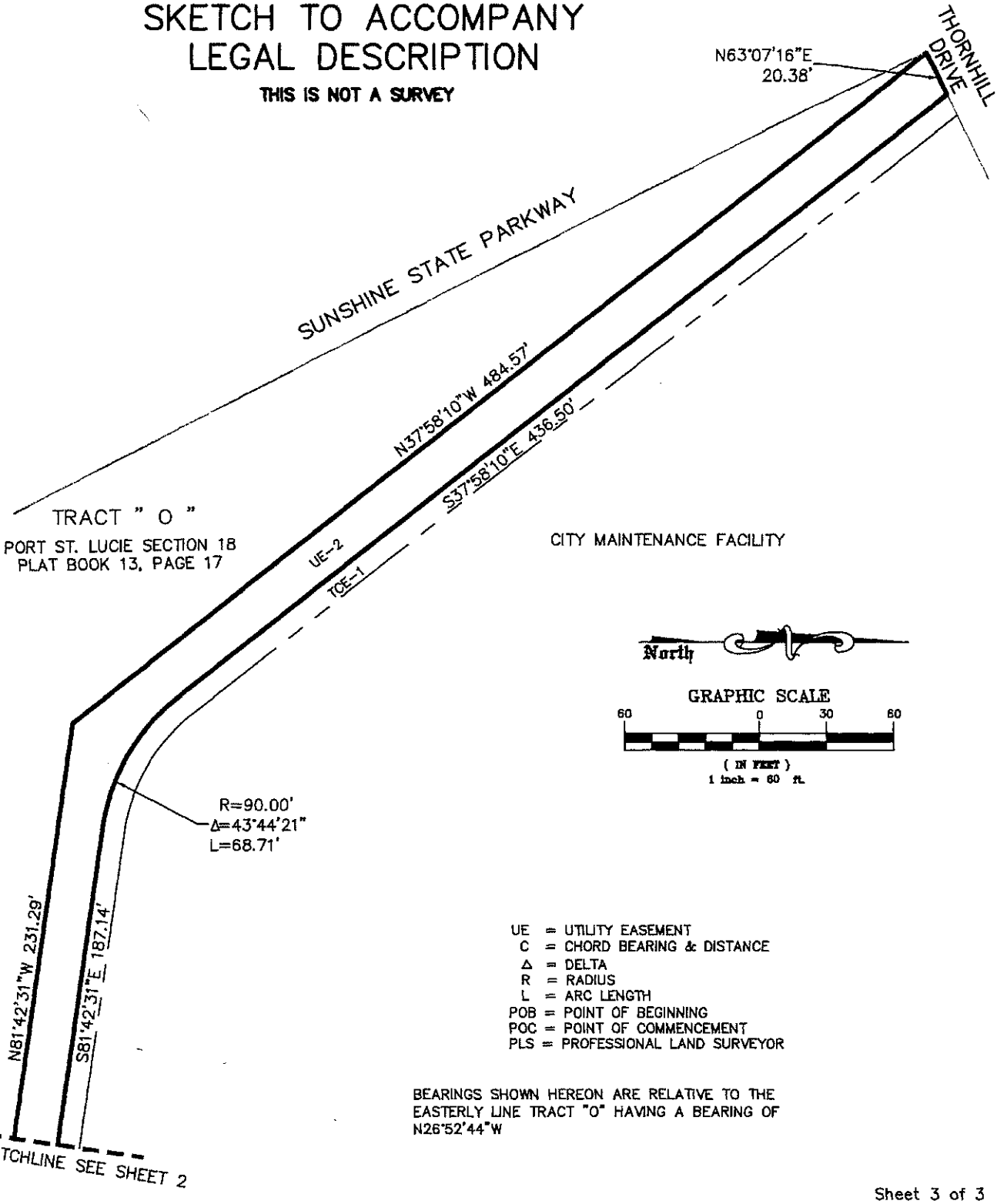
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2960 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-cng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-cng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004.fpl\easements\12-299 s&d ue2.dwg, 5/29/2015 9:22:15 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



UE = UTILITY EASEMENT
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY LINE TRACT "O" HAVING A BEARING OF N26°52'44"W

SKETCH OF DESCRIPTION

OF

UTILITY EASEMENT–2

File: 12–299 s&d ue2.dwg
Date: 9–19–2014
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.cv-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.cv-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2012\12-299.004 fpl\easements\12-299 s&d ue2.dwg, 5/29/2015 9:22:28 AM

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4775395 OR BOOK 4501 PAGE 2763, Recorded 11/03/2020 09:12:11 AM

815610 - Tmo Anchor

NOTICE OF COMMENCEMENT

Permit No. 20-42805 **Property Tax ID No.** 3420-585-0013-000-1

State of Florida, County of St. Lucie

The Undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of property and address if available 480-TW SW Thornhill Dr / LEGAL - PORT ST LUCIE-SECTION 18- THAT PART OF TRACT O MPDAF: BEG AT NE COR OF TRACT OF RUN S 26 DEG 54 MIN 1

General description of improvements Upgrade equipment at existing cell site

Owner/lessee TMobile/ Crown Castle

Address 2056 VISTA PARKWAY , SUITE 420, WEST PALM BEACH, FL 33411

Interest in property: LESSE

Fee Simple Title holder (if other than owner) CITY OF PORT ST. LUCIE

Address 121 SW PORT ST LUCIE BLVD., PORT ST. LUCIE, FL 34984-5099

Contractor Olin Wayn Companies, Inc./ Dan Ault **Phone #** 239-776-5884

Address 3060 Orange Grove Trail, Naples, FL 34120 **Fax #**

Surety **Phone #**

Address **Fax #**

Amount of Bond

Lender **Phone #**

Address **Fax #**

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (a) 7., Florida Statues:

Name **Phone #**

Address **Fax #**

In addition to himself, owner designates **of**

Phone # **Fax #**

to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes. Expiration date of notice of commencement is one year from the date of recording unless a different date is specified. WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CH.713.13, F.S., AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF **COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.** IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCMENT.

Shelia Turnipseed
Owner/Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager/ Signature

Real Estate Manager
Signatory's Title/Office

State of Florida, County of Hillsborough
Acknowledged before me this 2nd **, day of** November **20** 20 **, by** Shelia Turnipseed **,**
who is personally known to me or who has produced **as identification.**

Signature of Notary

Michelle Rodriguez
Type or Print Name of Notary

(Seal)

Title: Notary Public **Commission Number** GG047578

MICHELLE M. RODRIGUEZ DIAZ
MY COMMISSION # GG047578
EXPIRES November 15, 2020