



Crown Castle USA Inc.
 Florida Region
 6413 Congress Ave, Suite 250
 Boca Raton, FL 33487

Tel 561 218.1243
 Fax 561 443.0597
 www.crowncastle.com

VIA REGULAR MAIL
 AND CERTIFIED MAIL
 #7099 3400 0014 3549 8042

August 10, 2001

RECEIVED

AUG 13 2001

City Manager's Office

City of Port St. Lucie
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida 34984-5099

Attention: City Manager

Re: RE: Option and Lease Agreement (the "Lease") dated August 4, 1998,
 between The City of Port Saint Lucie ("Lessor") and BellSouth
 Mobility, Inc. ("BMI"); South Port Saint Lucie 813808; 121 SW
 Becker Road, Port Saint Lucie;FL, Notice of Intent Sublease.

Dear Sir or Madam:

Please be advised that Omnipoint Holdings Inc., an affiliate, subsidiary or partner of VoiceStream Wireless Corporation will be co-locating on the above-referenced communications facility within the next 30 to 90 days.

The additional rent due to you as provided for in Paragraph 19 of the BellSouth Mobility Site Lease Agreement is 50% of all rental revenues received from any co-locator. Therefore, you will be entitled to an additional amount of \$775 per month upon the Commencement of the Site License. We will provide you with a copy of the SLA upon full execution of said document.

Should you have any questions regarding this please do not hesitate to contact me.

Sincerely,

Judith J. Ferrari
 Judith J. Ferrari
 Licensing Specialist

Copy: *Booker*
Club
 OMB
Finance

cc: Nellie Jabbari - BMI
 Debbie Lewis - BMI
 Alan Hickman, Licensing Administrator

MEMORANDUM

TO: SANDRA K. JOHNSON, CITY CLERK
FROM: PAM E. BOOKER, ASSISTANT CITY ATTORNEY (ck)
DATE: MARCH 30, 2000
SUBJECT: TWO CONSENT TO SUBLEASE AGREEMENTS FOR FILING

I am forwarding to your attention for filing two original fully executed Consent Sublease Agreements executed by BellSouth Mobility for the subleasing of part of two communication towers in the City of Port St. Lucie. One location site is 450 SW Thornhill Drive. The other site is located at Becker Road and Florida Turnpike (Tract U). I believe that the originals should be filed under Crown Castle South Inc. and a respected copy should be filed in each BellSouth Mobility file.

Should you have any questions, please feel free to contact me.

/ck
Attachments

c: Marty Boatright, Finance

_____, 2000

BellSouth Cellular Corp.
1100 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
Attn: Real Estate Administration

Re: Proposed sublease from BellSouth Mobility, Inc ("**BellSouth**") to Crown Castle South Inc. and its successors and assigns ("**Crown**"), with respect to that certain Site Lease Agreement dated as of between BellSouth and The City of Port St. Lucie ("**Lessor**") (as amended to date, the "**Lease**")

Gentlemen:

You have asked us to consent to a sublease (the "**Sublease**") to Crown of a part of the property leased to BellSouth under the Lease, including parts of the communications tower which is located on the property (collectively, the "**Leased Property**"). Under the terms of the Lease, BellSouth must seek our consent to enter into a Sublease. This letter is intended to give BellSouth and Crown that consent.

Pursuant to BellSouth's request, the undersigned hereby consents to BellSouth's sublease of a part of the Leased Property (such part of the Leased Property, the "**Subleased Property**") to Crown, and to further subleasing by Crown to other communications companies of all or a part of the Subleased Property, for such uses are permitted under the Lease. Notwithstanding the consent, the Sublease and any further sublease by Crown will be subject and subordinate to the Lease and if the Lease is terminated for any reason, the Sublease and any sublease thereunder will likewise terminate. Furthermore, our consent to the Sublease does not create any obligation or duty on our part to Crown or any of its sublessees, and Crown and its sublessees may use the Subleased Property only in the same manner as BellSouth is permitted under the Lease. BellSouth will remain the lessee under the Lease and responsible for the payment of rent under the Lease.

Lessor agrees 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 in connection with the Sublease. However, in the event Crown further subleases additional tower space which is a part of the Subleased Property, Lessor will be entitled to share in the net rents actually received by Crown from such sublease, as provided in the Lease. Any additional amounts payable to Lessor will be determined by Crown thirty (30) days prior to any tenant co-locating on the tower. Crown will promptly notify BellSouth and Lessor in writing of the amount of additional rent due under the Lease for such tenant. Lessor shall have the right to reasonable verification of the amount of additional rent due from any further subleases of additional tower space. In the event Lessor disputes the amount of additional rent due as calculated by Crown, Lessor must notify BellSouth and Crown in writing that it is disputing the amount due within ninety (90) days after it receives Crown's notice or such claim shall be waived. BellSouth will begin paying the amount of additional rents payable to Lessor for any new sublease within thirty (30) days after it receives notice from Crown of the amount of additional rent due (retroactive to the date upon which the tenant began paying rent under its sublease with Crown).

All other terms and conditions of the lease shall remain unchanged and in full force and effect.

Accepted and Agreed (Lessor):

Accepted and Agreed (Crown):

CITY OF PORT ST. LUCIE

BellSouth Mobility Inc.

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

By: *Stephen H Drake*
Name: Stephen H Drake
Title: Asst Vice President

Date: 3-29-00

Date: 3-15-00

_____, 2000

BellSouth Cellular Corp.
1100 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
Attn: Real Estate Administration

Re: Proposed sublease from BellSouth Mobility, Inc ("**BellSouth**") to Crown Castle South Inc. and its successors and assigns ("**Crown**"), with respect to that certain Site Lease Agreement dated as of between BellSouth and The City of Port St. Lucie ("**Lessor**") (as amended to date, the "**Lease**")

Gentlemen:

You have asked us to consent to a sublease (the "**Sublease**") to Crown of a part of the property leased to BellSouth under the Lease, including parts of the communications tower which is located on the property (collectively, the "**Leased Property**"). Under the terms of the Lease, BellSouth must seek our consent to enter into a Sublease. This letter is intended to give BellSouth and Crown that consent.

Pursuant to BellSouth's request, the undersigned hereby consents to BellSouth's sublease of a part of the Leased Property (such part of the Leased Property, the "**Subleased Property**") to Crown, and to further subleasing by Crown to other communications companies of all or a part of the Subleased Property, for such uses are permitted under the Lease. Notwithstanding the consent, the Sublease and any further sublease by Crown will be subject and subordinate to the Lease and if the Lease is terminated for any reason, the Sublease and any sublease thereunder will likewise terminate. Furthermore, our consent to the Sublease does not create any obligation or duty on our part to Crown or any of its sublessees, and Crown and its sublessees may use the Subleased Property only in the same manner as BellSouth is permitted under the Lease. BellSouth will remain the lessee under the Lease and responsible for the payment of rent under the Lease.

Lessor agrees 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 in connection with the Sublease. However, in the event Crown further subleases additional tower space which is a part of the Subleased Property, Lessor will be entitled to share in the net rents actually received by Crown from such sublease, as provided in the Lease. Any additional amounts payable to Lessor will be determined by Crown thirty (30) days prior to any tenant co-locating on the tower. Crown will promptly notify BellSouth and Lessor in writing of the amount of additional rent due under the Lease for such tenant. Lessor shall have the right to reasonable verification of the amount of additional rent due from any further subleases of additional tower space. In the event Lessor disputes the amount of additional rent due as calculated by Crown, Lessor must notify BellSouth and Crown in writing that it is disputing the amount due within ninety (90) days after it receives Crown's notice or such claim shall be waived. BellSouth will begin paying the amount of additional rents payable to Lessor for any new sublease within thirty (30) days after it receives notice from Crown of the amount of additional rent due (retroactive to the date upon which the tenant began paying rent under its sublease with Crown).

All other terms and conditions of the lease shall remain unchanged and in full force and effect.

Accepted and Agreed (Lessor):

CITY OF PORT ST. LUCIE

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

Date: 3-29-00

Accepted and Agreed (Crown):

BellSouth Mobility Inc.

By: Stephen A. Brate
Name: Stephen A. Brate
Title: Asst Vice President

Date: 3-15-00

BELLSOUTH MOBILITY, INC.
SITE LEASE AGREEMENT

Site ID: SPS Lucie -02
Site Address: Becker Road & Florida Turnpike (Tract "U")

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 the BMI. To the extent owner owns adjacent lands, Owner grants BMI the right to use adjoining and adjacent land as is necessary required during construction, installation, maintenance, and operation of the Communication Facility.

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

3. **Rent.** Rent will commence on the Rent Start Date. Rent will be paid annually in advance beginning on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be the first day of the month following execution of this Agreement. The annual rent will be FOURTEEN THOUSAND DOLLARS AND 00/100 (\$14,000.00), partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by four (4%) percent, per year.

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

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

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

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

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

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

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

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

9. **Interference.** BMI will remove technical interference problems with other equipment located at the Site as 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 approval tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

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

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

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

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

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

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

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

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

15. 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.

(b) BMI has been put on notice of the possibility of a Florida Turnpike interchange on or around the parcel referenced in this Lease Agreement. Should the Department of Transportation or any other governmental agency construct, fund and

plan said interchange, and it becomes necessary for BMI to remove or relocate said tower; all expenses associated with said removal or relocation shall be borne solely by BMI. The City of Port St. Lucie shall in no way be responsible for any cost associated with said removal or relocation.

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

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

19. BMI shall design the tower and facility to allow for at least one other telecommunications provider. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations. BMI shall pay to Owner 50% of all rental revenues received from any co-locator. BMI shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. This capital contribution shall not be shared by the Owner. Owner acknowledges and agrees that the continuity of BMI's services is of paramount importance. Owner shall at all times exercise the greatest care and judgment to prevent damage to BMI's services. Owner agrees that BMI may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of BMI.

In the event interference is encountered, the proposed additional provider will exercise its best efforts to promptly and diligently resolve such problems immediately after notice by BMI. In the event that such efforts are unsuccessful, the proposed additional provider shall notify BMI in writing. BMI may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (2) immediately have proposed additional provider cease and

desist use of the tower and within thirty (30) days remove its antennas from BMI's tower. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules regulations of the Federal Communications Commission and/or interference of BMI's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility, said approval shall not be unreasonably withheld.

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

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

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

22. Inspections. Owner shall permit BMI or BMI's employees, agents and contractors free ingress and egress to the property by BMI or its employees, agents and contractors to conduct inspections (including Phase I and Phase II audits), radio frequency tests and such other tests, investigations and similar activities as BMI may deem necessary, at the sole cost of BMI. The scope, sequence and timing of the inspections shall be at the sole discretion of BMI; upon reasonable notification to Owner, the inspections may be commenced during normal business hours, for the duration of the Agreement. BMI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the property and the Owner's surrounding property to conduct such tests, investigations and similar activities. BMI shall indemnify and hold Owner harmless against any loss of damage for personal injury or physical damage to the Property, Owner's surrounding property or the property of third parties resulting from any such tests, investigations and similar

activities. Upon written request, BMI shall furnish to Owner copies of the environmental findings. Should BMI not exercise this option, BMI at his expense, shall restore the property to its original condition for any changes caused by said testing excluding normal wear and tear.

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

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

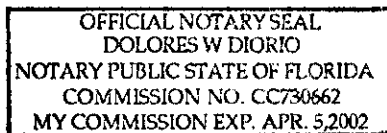
In witness whereof, the undersigned parties have executed this Agreement on the 4th day of August, 1998.

CITY OF PORT ST. LUCIE

Eileen S. Hoff
Witness
[Signature]
Witness

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 4th day of August, 1998 by Donald B. Cooper, City Manager, who is personally known to me or who produced _____ as identification, and who did take an oath.



[Signature]
Notary Public, State of Florida
Dolores W. Diorio
Printed Name of Notary Public
My Commission No.: _____
Expires: 4/5/02

BELLSOUTH MOBILITY, INC.

By: Ann Williams
8/16/98

5201 Congress Avenue
Boca Raton, Florida 33487
Tax No.: _____

Marcel Zielinski
Witness MARC ZIELINSKI

Joan Fiege
Witness JOAN FIEGE

The foregoing was sworn to and acknowledged before me this 15th day of July, 1998 by Don Norman who is personally known to me or who produced _____ as identification, and who did take an oath.



Ann Williams
Notary Public, State of Florida
Printed Name of Notary Public
My Commission No.: CC602897
Expires: November 20, 2000
MY COMMISSION # CC602897 EXPIRES November 20, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "B"

DESCRIPTION OF PROPOSED LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY-FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1973.39 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 172.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'52" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 45°38'05" EAST A DISTANCE OF 86.35 FEET; THENCE SOUTH 23°34'10" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 38°43'14" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5322.3 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A 20 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1684.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 04°23'48" EAST A DISTANCE OF 143.34 FEET; THENCE SOUTH 89°55'08" EAST A DISTANCE OF 278.27 FEET THENCE SOUTH 00°04'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 89°55'08" WEST A DISTANCE OF 259.72 FEET; THENCE SOUTH 04°23'48" WEST A DISTANCE OF 123.27 FEET; THENCE NORTH 89°56'41" WEST A DISTANCE OF 20.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 8046.5 SQUARE FEET MORE OR LESS.

REVISED 6/16/98- Revised Legal Descriptions
REVISED 6/11/98 - Added Proposed Utility Easement #2
REVISED 4/22/98- Added Proposed Utility Easement



Bellsouth Mobility, Inc.

South Port St. Lucie 02-South Park

CERTIFICATE OF AUTHORIZATION (LB) No. 4298



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (561) 388-5364
FAX: (561) 388-3165

1500 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-6882
FAX: (954) 421-0451

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KURT STAFFLINGER, PLS.
PROFESSIONAL SURVEYOR AND MAPPER No. 5496
STATE OF FLORIDA

COMMISSION No.
5200.18

DATE
2/3/98

SHEET 1 of 3

EXHIBIT "B"

DESCRIPTION OF PROPOSED UTILITY EASEMENT #1

A 10 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1684.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°56'41" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 139.08 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 10.00 FEET THENCE SOUTH 89°56'41" EAST A DISTANCE OF 139.84 FEET; THENCE SOUTH 04°23'48" WEST A DISTANCE OF 10.03 FEET TO THE NORTH R/W LINE AND THE POINT OF BEGINNING.

CONTAINING 1394.6 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PROPOSED UTILITY EASEMENT #2

A 10 FOOT WIDE PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST BEING A PORTION OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY FOUR, TRACT "U" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9 & 9A- 9W OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF KESTOR DRIVE (80 FOOT RIGHT-OF-WAY) AND BECKER ROAD (100 FOOT RIGHT-OF-WAY) PROCEED SOUTH 89°56'41" EAST ALONG THE CENTERLINE OF BECKER ROAD A DISTANCE OF 1950.67 FEET; THENCE NORTH 00°03'19" EAST A DISTANCE OF 69.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 19° 50'41" EAST A DISTANCE OF 147.17 FEET; THENCE SOUTH 00°04'52" EAST A DISTANCE OF 14.79 FEET; THENCE SOUTH 89°55'08" EAST A DISTANCE OF 5.31 FEET; THENCE SOUTH 19°50'41" WEST A DISTANCE OF 131.46 FEET TO THE NORTH R/W LINE; THENCE NORTH 89°55'08" WEST ALONG SAID R/W LINE A DISTANCE OF 10.63' TO THE POINT OF BEGINNING.

CONTAINING 1353.9 SQUARE FEET MORE OR LESS.



Bellsouth Mobility, Inc.

South Port St. Lucie 02-South Park

CERTIFICATE OF AUTHORIZATION (LB) No. 4298

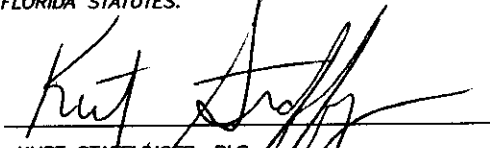


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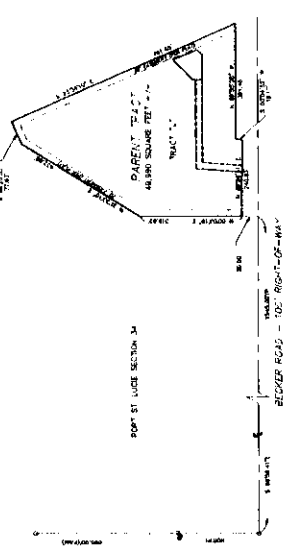
CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


KURT STAFFLENDER, PLS
PROFESSIONAL SURVEYOR AND MAPPER No. 5496
STATE OF FLORIDA

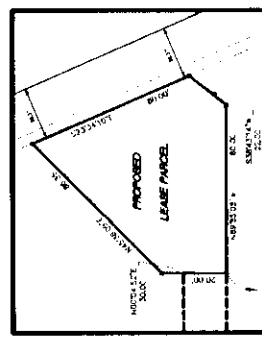
COMMISSION No.
5200.18

DATE
2/3/98

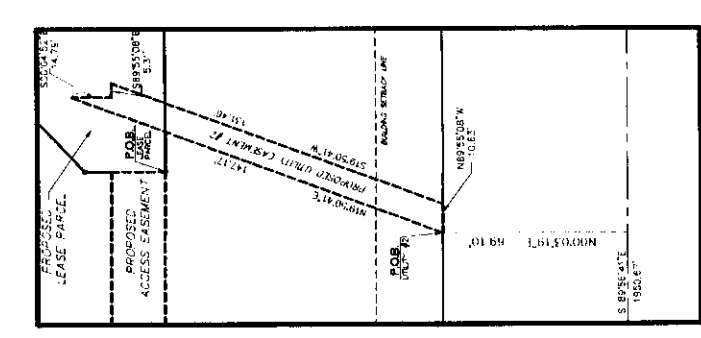
SHEET 2 OF 3



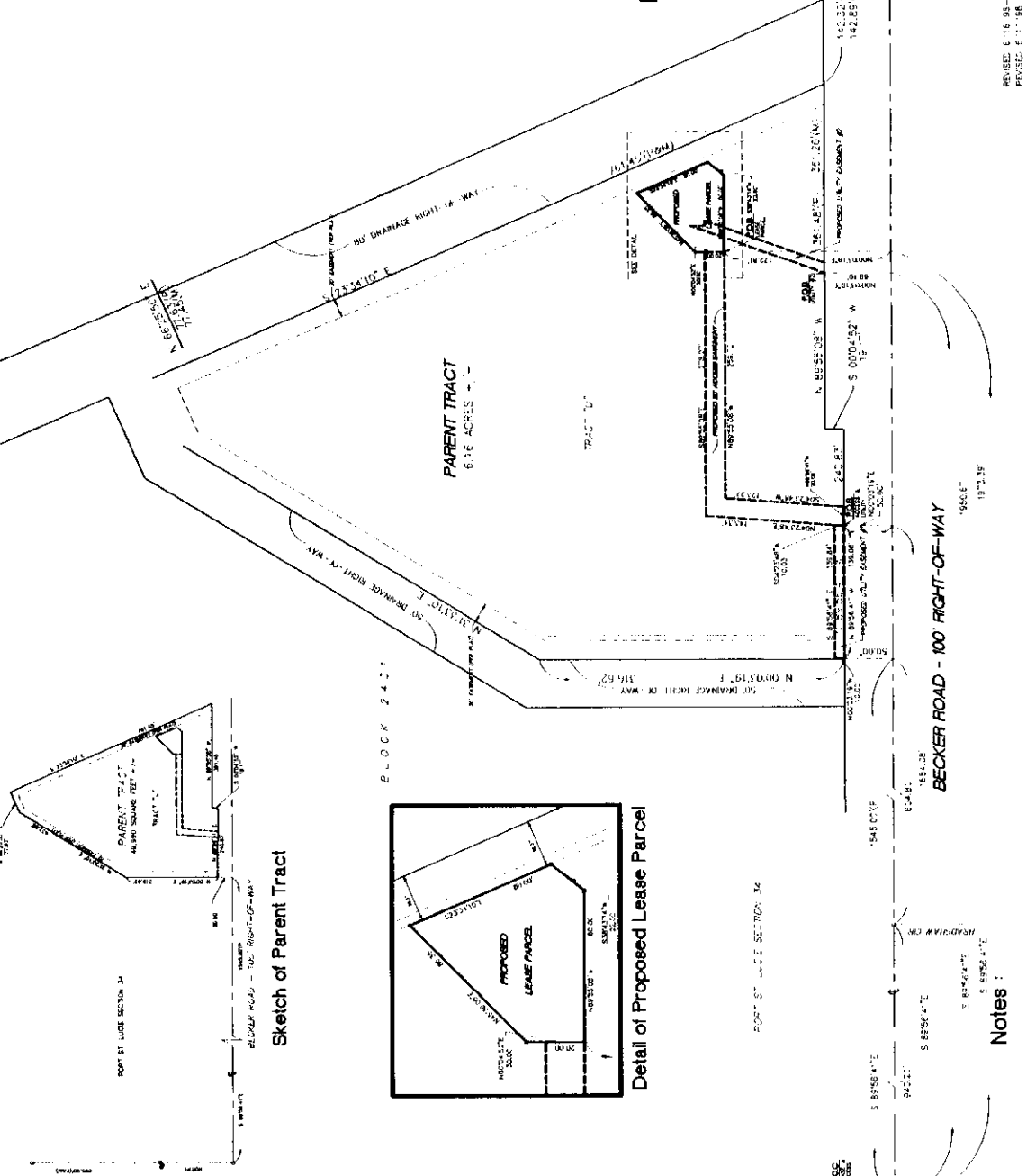
Sketch of Parent Tract



Detail of Proposed Lease Parcel



Detail of Utility Easement #2



Legend :

- 1. UNIMPROVED
- 2. IMPROVED
- 3. EXISTING
- 4. PROPOSED
- 5. SUBMITTAL
- 6. POINT OF BEGINNING
- 7. END OF WALK
- 8. RIGHT-OF-WAY
- 9. EASEMENT
- 10. EASEMENT
- 11. EASEMENT
- 12. EASEMENT
- 13. EASEMENT
- 14. EASEMENT
- 15. EASEMENT
- 16. EASEMENT
- 17. EASEMENT
- 18. EASEMENT
- 19. EASEMENT
- 20. EASEMENT

Notes :

- 1. THIS IS NOT A SURVEY.
- 2. BASIS OF BEARING IS THE CENTERLINE OF KEATOR DRIVE AS BEARING NORTH 00°00'00" EAST.
- 3. LINES SHOWN HEREIN ARE NOT ABSTRACTED FOR PURPOSES OF ANY OR FUTURE RECORDS.
- 4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.



MORGAN & EKLUND, INC.
 PROFESSIONAL SURVEY CONSULTANTS
 1505 S. US HWY. 1
 DEERFIELD BEACH, FL 33442
 PHONE (561) 395-3344
 FAX (561) 395-3344

Sketch of Description
 for Belleouth Mobility, Inc.
 Site - South Port St Lucie 02 - South Park
 St. Lucie County, Florida

DATE	2/27/92
BY	...
FOR	...
PROJECT	...



Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:
 BELLSOUTH MOBILITY INC
 5201 CONGRESS AVE
 BOCA RATON, FL 33487
 ATTN: Network Real Estate
 Manager

4a. Article Number
 Z 108 116 747

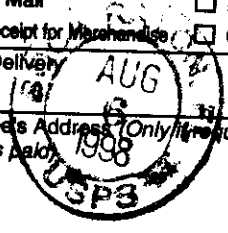
- 4b. Service Type
- Registered Certified
 - Express Mail Insured
 - Return Receipt for Merchandise COD

7. Date of Delivery
 AUG 13 1998

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 X Michelle Truxca



Thank you for using Return Receipt Service.

MEMORANDUM

TO: Dolores DiOrio, Deputy City Clerk I, City Clerk's Office

FR: Connie Kramer, Secretary, Legal Department *ck*

DATE: August 13, 1998

RE: BellSouth - - Certificate of Insurance for tower sites at:
450 SW Thornhill Drive - Site Lease No.: SLW-02
121 SW Becker Road - Site Lease No.: SPS Lucie-02

Attached please find copies which are being forwarded to your office for filing of the Certificate of Insurance from BellSouth for the above-referenced tower sites.

/ck

Attach.

**Facsimile
Transmittal
Sheet**

J & H Marsh & McLennan, Inc.
191 Peachtree Street, NE
Suite 3400
Atlanta, GA 30303
Telephone: 404-586-8293
Fax: 404-586-8208

**MARSH &
MCLENNAN**

Date: 8/12/98

To: CONNIE

Fax no.: 561-871-5248

Company: St. Lucie County

RECEIVED
AUG 12 1998
City Attorney's Office


From: Angela D. Williams

Subject: Certificate of Insurance Pages, incl. cover: 3

The information contained in this facsimile message is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this transmission to the intended recipient, you are expressly prohibited from copying, disseminating, distributing, or in any other way using any of the information contained in this facsimile message.

Please see the attached Certificate(s) of Insurance.

If there is anything else you need, please let me know.

Regards

Angela Williams

J&H MARSH & MCLENNAN, INC. CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: **ADW # 30768**

PRODUCER
 J&H Marsh & McLennan, Inc.
 191 Peachtree Street, N.E.
 Suite 3400
 Atlanta, GA 30303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A HARTFORD FIRE INSURANCE CO**
- COMPANY LETTER **B HARTFORD CASUALTY INS CO**
- COMPANY LETTER **C**
- COMPANY LETTER **D**

INSURED
 BELLSOUTH CORPORATION INCL.
 BELLSOUTH MOBILITY INC
 ROOM 15A01
 1155 PEACHTREE STREET, NE
 ATLANTA, GA 30309-3610

COVERAGES
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S CONTRACTOR'S PROT.	20 CSE J42031	10/15/97	10/15/98	GENERAL AGGREGATE \$ 300000 PRODUCTS-COMP/CP AGG \$ 100000 PERSONAL & ADV INJURY \$ 100000 EACH OCCURRENCE \$ 100000 FIRE DAMAGE (Any one fire) \$ 100000 MED. EXPENSE (Any one person) \$ 100000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	20CSEJ42032	10/15/97	10/15/98	COMBINED SINGLE LIMIT \$ 200000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	20WNJ42030	10/15/97	10/15/98	STATUTORY LIMITS <input checked="" type="checkbox"/> EACH ACCIDENT \$ 100000 DISEASE - POLICY LIMIT \$ 100000 DISEASE - EACH EMPLOYEE \$ 100000
	OTHER				

THIS CERTIFICATE SUPERSEDES THE PREVIOUSLY ISSUED CERTIFICATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 (SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER
 CITY OF PORT ST. LUCIE AND
 PORT ST. LUCIE
 121 SW PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FL 34984

CANCELLATION
 SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

J&H MARSH & MCLENNAN INCORPORATED
 BY: *Walter B. Bishop*
 RMM 1 (8/98) VALID AS OF: 8/12/98

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE #30768

(CONTINUED)

ADW

INSURED : BELLSOUTH CORPORATION INCL.

HOLDER : CITY OF PORT ST. LUCIE AND
PORT ST. LUCIE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

RE: LOCATIONS - 450 SW THORNHILL DR., PORT ST. LUCIE, FL AND 121 SW BECKE
ROAD, PORT ST. LUCIE, FL

THE CERTIFICATE HOLDERS ARE INCLUDED AS ADDITIONAL INSUREDS AS THEIR
INTEREST MAY APPEAR.

344-4298



RECEIVED
OCT - 4 1999
City Attorney's Office

BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Atlanta, Georgia 30309-4500

CERTIFIED MAIL - Z302434995
Return Receipt Requested

September 20, 1999

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD.
PORT ST LUCIE, FL 34984

Re: Notice of Address Change for BMI Site "SPS LUCIE"

Dear Sir or Madam:

Pursuant to the Notice Section of the Agreement for the above referenced site, please be advised that effective immediately all notices, demands or correspondence should be addressed to:

BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Mail Stop 8A03
Atlanta, Georgia 30309
Attention: Real Estate Department

With a copy to:

BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Suite 910
Atlanta, GA 30309
Attention: Legal Department

If you have any questions, please feel free to contact us at our toll-free number (877) 231 6447.

Sincerely,

Sheryl Hand

Sheryl E Hand
Real Estate Manager

10/5/99
To Dolores City Clerk's Office
From Cornea Kramer

Please attached to
Site Lease Agreement
ID # SPS Lucie 02,
BellSouth Mobility
Ord # 98-46

MEMORANDUM

To: Dolores DiOrio, City Clerk's Office

Fr: Connie Kramer, City Attorney's Office *ck*

Date: October 6, 1999

Re: BellSouth Mobility Lease Agreement SPS Lucie-02
Ordinance 98-46

The attached letter dated September 20, 1999 from BellSouth Cellular Corp. will need to be attached to their BellSouth Mobility Lease Agreement # "SPS Lucie-02".

Please contact me at x5294 should you have any questions.

/ck

Attachment



BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Atlanta, Georgia 30309-4599

RECEIVED

OCT - 6 1999

City Attorney's Office

CERTIFIED MAIL - Z302434995
Return Receipt Requested

September 20, 1999

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD.
PORT ST LUCIE, FL 34984-

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Attention: Real Estate Department

With a copy to:

BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Suite 910
Atlanta, GA 30309
Attention: Legal Department

If you have any questions, please feel free to contact us at our *toll-free number (877) 231 5447*.

Sincerely,

Sheryl E. Hand
Real Estate Manager



CITY OF PORT ST. LUCIE

CITY ATTORNEY

March 30, 2000

VIA FED EX AIRBILL #816126865687

Christy L. Brady
Weil, Gotshal & Manges LLP
701 Brickell Avenue, Suite 2100
Miami, Florida 33131

Re: Consent to Proposed Sublease by BellSouth Mobility Inc. to Crown Castle South Inc. between BellSouth and City of Port St. Lucie
BRA 316 & 328

Dear Ms. Brady:

Enclosed please find one fully executed set each of the above-referenced Consents for your records. We have kept the original set signed by Crown for our files and are returning the other set to you.

Sincerely,

Pam E. Booker
Assistant City Attorney

PEB:ck
Attachments

c: Sandra K. Johnson, City Clerk ✓

*Note: original previously sent
to you in inter-office mail 3/30/00*

ck

_____, 2000

BellSouth Cellular Corp.
1100 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
Attn: Real Estate Administration

Re: Proposed sublease from BellSouth Mobility, Inc ("BellSouth") to Crown Castle South Inc. and its successors and assigns ("Crown"), with respect to that certain Site Lease Agreement dated as of between BellSouth and The City of Port St. Lucie ("Lessor") (as amended to date, the "Lease")

Gentlemen:

You have asked us to consent to a sublease (the "Sublease") to Crown of a part of the property leased to BellSouth under the Lease, including parts of the communications tower which is located on the property (collectively, the "Leased Property"). Under the terms of the Lease, BellSouth must seek our consent to enter into a Sublease. This letter is intended to give BellSouth and Crown that consent.

Pursuant to BellSouth's request, the undersigned hereby consents to BellSouth's sublease of a part of the Leased Property (such part of the Leased Property, the "Subleased Property") to Crown, and to further subleasing by Crown to other communications companies of all or a part of the Subleased Property, for such uses are permitted under the Lease. Notwithstanding the consent, the Sublease and any further sublease by Crown will be subject and subordinate to the Lease and if the Lease is terminated for any reason, the Sublease and any sublease thereunder will likewise terminate. Furthermore, our consent to the Sublease does not create any obligation or duty on our part to Crown or any of its sublessees, and Crown and its sublessees may use the Subleased Property only in the same manner as BellSouth is permitted under the Lease. BellSouth will remain the lessee under the Lease and responsible for the payment of rent under the Lease.

Lessor agrees 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 in connection with the Sublease. However, in the event Crown further subleases additional tower space which is a part of the Subleased Property, Lessor will be entitled to share in the net rents actually received by Crown from such sublease, as provided in the Lease. Any additional amounts payable to Lessor will be determined by Crown thirty (30) days prior to any tenant co-locating on the tower. Crown will promptly notify BellSouth and Lessor in writing of the amount of additional rent due under the Lease for such tenant. Lessor shall have the right to reasonable verification of the amount of additional rent due from any further subleases of additional tower space. In the event Lessor disputes the amount of additional rent due as calculated by Crown, Lessor must notify BellSouth and Crown in writing that it is disputing the amount due within ninety (90) days after it receives Crown's notice or such claim shall be waived. BellSouth will begin paying the amount of additional rents payable to Lessor for any new sublease within thirty (30) days after it receives notice from Crown of the amount of additional rent due (retroactive to the date upon which the tenant began paying rent under its sublease with Crown).

All other terms and conditions of the lease shall remain unchanged and in full force and effect.

Accepted and Agreed (Lessor):

Accepted and Agreed (Crown):

CITY OF PORT ST. LUCIE

BellSouth Mobility Inc.

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

By: Stephen A. Drake
Name: Stephen A. Drake
Title: Asst Vice President

Date: 3-29-00

Date: 3-15-00

_____, 2000

BellSouth Cellular Corp.
1100 Peachtree Street, 8th Floor
Atlanta, Georgia 30309
Attn: Real Estate Administration

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CITY OF PORT ST. LUCIE

BellSouth Mobility Inc

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

By: Stephen H. Drake
Name: Stephen H. Drake
Title: Asst Vice President

Date: 3-29-00

Date: 3-15-00