

*For Memo*

ORDINANCE 02- 100

COUNCIL ITEM 10A  
DATE 9/9/02

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.

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THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Site Lease Agreement between the City of Port St. Lucie and Sprint Spectrum L.P., said Lease Agreement pursuant to Section 158.213(O), for placement of a ninety-five (95') wireless communications tower to be located at the City Hall Complex, substantially in the form of that Site Lease Agreement being attached hereto as Exhibit "A" and by reference incorporated herein.

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

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of September, 2002.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY: \_\_\_\_\_  
Robert E. Minsky, Mayor

ATTEST:

\_\_\_\_\_  
Sandra K. Johnson, City Clerk

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

Cell Site  
"Port St. Lucie"  
Sprint Spectrum LP  
SITE LEASE AGREEMENT

Site No.: PUBLIC SAFETY DEPARTMENT COMMUNICATIONS TOWER  
MI55XC002

Site Address: City Hall  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5099

**COPY**

THIS SITE LEASE AGREEMENT ("Lease") is dated and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2002, between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation ("Owner") and SPRINT SPECTRUM L.P. ("SSLP"), a Delaware Limited Partnership.

1. Lease Property and Permitted Uses. Owner hereby leases to SSLP the real property as described on Exhibit A (the "Property"), together with a non-exclusive easement (the "Easement"), for reasonable access thereto and, in the discretion of SSLP, source of electric telephone facilities. The Property will be used by SSLP 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. SSLP will use the Property in a manner, which will not unreasonably disturb the occupancy of Owner's other tenants.

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

2. Initial Term. The initial term of this Lease (the "Initial Term") shall commence on the date SSLP signs this Lease, or if SSLP signs first, the date Owner signs this Lease. The Initial Term of this Lease shall be for a period of ten (10) years commencing on the date the Lease is fully executed. Rent start date shall be the date the Lease is fully executed unless otherwise specified. Upon execution of this Agreement, SSLP shall pay the Owner Twenty Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) for the extended Lease Term.

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3. Renewal Terms. This Lease shall automatically renew for three (3) automatic five-year terms (each being a "Renewal Term"), unless SSLP notifies Owner in writing of SSLP's intention not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. After the first Renewal Term, should SSLP fail to reasonably cooperate with the Owner under the terms of this Lease, the Owner is not obligated to automatically renew said Lease. The Owner must give SSLP written notice within ninety (90) days prior to expiration of its intent not to renew this Lease.

4. Rent. Rent will commence on the ("Rent Start Date")<sup>3/28/07</sup>. 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 no later than thirty (30) days after issuance of the building permit or the commencement of construction whichever occurs first. The annual rent will be Twenty Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) 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 Percent (4%) per year.

5. Title and Quite Possession. Owner represents and agrees that (i) it is the Owner of the Site; (ii) it has the right to enter into this Lease; (iii) the person signing this Lease has the authority to sign; and (iv) SSLP 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 SSLP is not in default beyond the expiration of any cure period. SSLP's access to the Site "at all times" means that SSLP's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. Owner agrees to provide SSLP, contemporaneous with the signing of this Lease, such access information, cards or keys as may be necessary to grant access.

Owner agrees and understands that access is a material inducement to SSLP making, executing and delivering this Lease and specifically agrees that should Owner fail, refuse or neglect to grant SSLP access pursuant to the terms of this Lease, it shall be deemed a material default of the Lease, and (v) that Owner shall not have unsupervised access to the PCS equipment.

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

7. 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.

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To Owner at: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Attn: City Manager  
Tel: (772) 871-5163

With copy to: City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Attn: City Attorney  
Tel: (772) 871-5255

To SSLP at: Sprint PCS  
1357 Hembree Road, Suite 100  
Roswell, GA 30076  
Attn: Site Development Manager  
Tel: (770) 772-2015

With copy to: Sprint Spectrum L.P.  
900 Main Street, 11<sup>th</sup> Floor  
Kansas City, MO 64112  
Attn: Business Law Group  
Tel: (770) 772-2015

8. Improvements.

A. SSLP shall, at SSLP's 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 SSLP with respect to obtaining any required zoning approvals for the Site and such improvements.

B. Upon termination or expiration of this Lease, SSLP 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 Lease, except for ordinary wear and tear. Upon request, Owner will waive or otherwise subordinate any lien rights it might have in order to facilitate SSLP's financing of the said improvements and will execute such documents as may be reasonably necessary.

C. SSLP acknowledges that it may be necessary to remove and replace the landscape and fencing in the future due to the existing ground conditions. SSLP agrees to pay for the cost of any removal and replacement of the landscape and fencing at the sole discretion of the City.

9. Compliance with Laws. Owner represents that Owner's Property (including the Site), and all improvements located thereon, are in substantial compliance

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with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP 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.

10. Interference.

A. SSLP will remove technical interference problems with other equipment located at the Site at the commencement date of this Lease or any equipment that becomes attached to the Site at any future date when SSLP 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 SSLP's existing equipment. Upon written notice to SSLP, SSLP shall be given a reasonable time to cure said interference.

B. 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.

C. 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 Owner may order abatement of the same including, but not limited to, requiring removal of the tower.

11. Utilities. Owner represents those utilities adequate for SSLP's use of the Site is available. SSLP shall pay for all utilities used by SSLP at the Site. Owner will cooperate with SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

12. Termination. SSLP may terminate this Lease at any time with sixty (60) days written notice to Owner without further liability if SSLP 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 Lease, or if SSLP determines that it will be unable to use the Site for its intended purpose. Upon termination, Owner shall retain all prepaid rent.

13. Default. If either party is in default under this Lease for a period of (i) twenty (20) 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 (ii) sixty (60) 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

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under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default.

14. 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. SSLP shall not introduce or use any such substance on the Site in violation of any applicable law.

15. Insurance.

A. SSLP will 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; the Owner shall not accept claims-made policies.

B. SSLP will also provide a Certificate of Insurance upon execution of this Lease naming the Owner as an additional insured. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation or non-renewal of coverage thereunder. SSLP will maintain in effect a policy or policies of insurance covering personal property located on the leased property and SSLP's improvements to the leased property paid for and installed by SSLP providing protection against any peril included under insurance industry practice within the classification "fire and extended coverage".

16. Hold Harmless. SSLP 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 SSLP, 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.

17. Taxes. SSLP 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. SSLP shall reimburse the Owner, as additional rent, any increases in real estate taxes levied against the Property which are directly attributable to the improvements constructed by SSLP and are not separately levied or assessed against SSLP's improvements by the taxing authority.

Owner's Federal Tax ID # is 59-6141662

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18. Removal. SSLP upon termination of this Lease, 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 Lease is terminated and upon Owner's advanced written notice to SSLP. SSLP will leave the foundation and security fence to become property of the Owner. If SSLP remains on the Property after termination of this Lease, SSLP 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.

19. Recording. Owner and SSLP agree that this Lease will be forwarded for recording or filing in the appropriate office of St. Lucie County and Owner and SSLP agree to take such actions as may be necessary to permit such recording or filing. SSLP at SSLP's option and expense may obtain title insurance on the space leased herein. Owner shall cooperate with SSLP's efforts to obtain such title insurance policy by executing documents, or at SSLP'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 SSLP's option, should the Owner fail to provide requested documentation within thirty (30) days of SSLP's request, or fail to provide the Non-Disturbance instrument(s), SSLP 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, SSLP may cancel this Lease or cure the title defect at Owner's expense utilizing the withheld payments.

20. Attorney Fees. In connection with any litigation arising out of this Lease, the prevailing party, whether Owner or SSLP, 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.

21. Co-Location. SSLP shall design the tower and facility to allow for at least three other telecommunications providers. The availability of the tower shall be subject to the structural limitations as may be imposed by current or future regulations. SSLP shall pay to Owner twenty-five percent (25%) of all rental revenues received from any co-locator. SSLP shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of constructing the tower. The Owner shall not share this capital contribution. Owner

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acknowledges and agrees that the continuity of SSLP's services is of paramount importance. Owner shall at all times exercise the greatest care and judgment to prevent damage to SSLP's services. Owner agrees that SSLP may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of SSLP.

Each co-locator is required to enter into a separate lease agreement with the Owner for the additional ground space in the development area for placement of additional equipment. Each co-locator shall pay a fee for use of said space.

22. Interference. In the event interference is encountered, the proposed additional provider will exercise its best efforts to resolve, promptly and diligently, such problems immediately after notice by SSLP. In the event that such efforts are unsuccessful, the proposed additional provider shall notify SSLP in writing. SSLP may at its option (i) attempt to resolve said interference problems at a cost approved and reimbursed by proposed additional provider, or (ii) immediately have proposed additional provider cease and desist use of the tower and within thirty (30) days remove its antennas from SSLP'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 SSLP's use, transmittal, or communications. Owner shall have the right to approve additional providers on the facility; said approval shall not be unreasonably withheld.

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

24. Casualty. If SSLP's Communications Facility or improvements are damaged or destroyed by fire or other casualty, SSLP shall not be required to repair or replace the Communications Facility or any of SSLP's improvements made by SSLP's. SSLP shall not be required to expend for repairs more than fifty-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. SSLP may terminate this Lease by giving thirty (30) days written notice to Owner. Termination shall be effective immediately after such notice is given. Upon such termination, this Lease shall become null and void and Owner and SSLP shall have no other further obligations to each other, other than SSLP's obligation to remove SSLP's property as hereinafter provided.

25. Inspections. Owner shall permit SSLP or SSLP's employees, agents and contractors free ingress and egress to the Property by SSLP 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 SSLP may deem necessary, at the sole cost of SSLP. The scope, sequence and timing of the inspections

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shall be at the sole discretion of SSLP; upon reasonable notification to Owner; the inspections may be commenced during normal business hours, for the duration of the Lease. SSLP 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.

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

26. Miscellaneous.

(A) This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Lease.

(B) The laws in which the Site is located govern this Lease.

(C) This Lease (including the exhibits) constitutes the entire Lease between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Lease must be in writing and executed by both parties.

(D) Any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law.

The following Exhibit A - Legal Description of Property and Exhibit B - Legal Description of the Parcel are attached to and made a part of this Lease.

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IN WITNESS WHEREOF, the undersigned parties have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

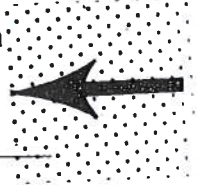
\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

**WITNESS**

CITY OF PORT ST. LUCIE, a Florida  
municipal corporation

By: \_\_\_\_\_  
Donald B. Cooper, City Manager  
Fed. Tax ID # 59-6141662



OWNER NOTARY BLOCK:

STATE OF: FLORIDA

COUNTY OF: ST. LUCIE

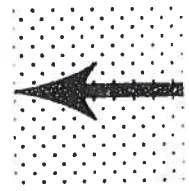
The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by DONALD B. COOPER, as CITY MANAGER, CITY OF PORT ST. LUCIE, FLORIDA, municipal corporation, on behalf of the corporation, [ ] who is personally known to me.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
Official Notary Signature – State of Florida

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



APPROVED AS TO FORM AND  
CORRECTNESS:



Pam E. Booker, Assistant City Attorney

Shauna Johnson  
Witness

Print Name: Shauna Johnson

Witness CHAR MOCEJON  
Print Name: CHAR MOCEJON

SPRINT SPECTRUM L.P., a Delaware  
Limited Partnership

By: James W. Greene 8/14/2002  
Its: Site Development Director - SE  
Print Name: James W. Greene

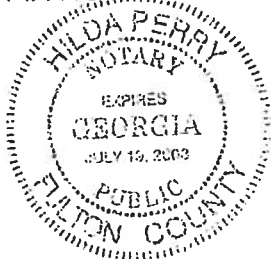
SSLP NOTARY BLOCK:

STATE OF: GEORGIA

COUNTY OF: FULTON

The foregoing was acknowledged before me this 14<sup>th</sup> day of August, 2002,  
by James W. Greene, Site Development Dir. - SE of SPRINT  
SPECTRUM L.P., a Delaware limited partnership, who executed the foregoing instrument  
on behalf of such corporation, [] is personally known OR [] who has produced  
as Identification.

(AFFIX NOTARIAL SEAL)



Hilda Perry  
Official Notary Signature - State of Georgia

Printed Name: Hilda Perry  
Commission Expires: JUL 19 2003

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION OF PARENT TRACT

PARENT TRACT DESCRIPTION:

ALL TRACT F, ACCORDING TO THE PLAT OF PORT ST LUCIE, SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGE 17E, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. (14.49 AC) (MAP 44/09N) (OR 259-2415)

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DESCRIPTION OF PROPOSED  
DEVELOPMENT AREA/SPRINT PCS  
LEASE AREA

SPRINT LEASE AREA:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARENT TRACT, THENCE, BEARING SOUTH 89°46'08" EAST, A DISTANCE OF 269.44 FEET TO A POINT; THENCE, BEARING SOUTH 00°13'52" WEST, A DISTANCE OF 160.14 FEET TO A POINT; THE POINT OF BEGINNING. THENCE, BEARING SOUTH 90°00'00" EAST, A DISTANCE OF 18.97 FEET TO A POINT; THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 12.66 FEET TO A POINT; THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 22.35 FEET TO A POINT; THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING SOUTH 90°00'00" EAST, A DISTANCE OF 3.69 FEET TO A POINT; THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 27.35 FEET TO A POINT; THE POINT OF BEGINNING  
THIS PARCEL: Perimeter: 120.02 Area: 463 sq. ft. 0.01 acres, MORE OR LESS.

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## EXHIBIT B

### LEGAL DESCRIPTION OF PARCEL

#### DESCRIPTION OF PARENT TRACT

PARENT TRACT DESCRIPTION:  
ALL TRACT F, ACCORDING TO THE PLAT OF PORT ST LUCIE,  
SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGE 17E, OF THE  
PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA (14.49 AC) (MAP  
44/09N1) (OR 259-2415)

#### DESCRIPTION OF PROPOSED DEVELOPMENT AREA/SPRINT PCS LEASE AREA

SPRINT LEASE AREA:  
COMMENCE AT THE NORTHWEST CORNER OF SAID PARENT TRACT, THENCE, BEARING SOUTH  
89°46'08" EAST, A DISTANCE OF 269.44 FEET TO A POINT; THENCE, BEARING SOUTH 00°  
13'52" WEST, A DISTANCE OF 160.14 FEET TO A POINT; THE POINT OF BEGINNING,  
THENCE, BEARING SOUTH 90°00'00" EAST, A DISTANCE OF 18.97 FEET TO A POINT;  
THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 15.00 FEET TO A POINT;  
THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 12.66 FEET TO A POINT;  
THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 22.35 FEET TO A POINT;  
THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 10.00 FEET TO A POINT;  
THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET TO A POINT;  
THENCE, BEARING SOUTH 90°00'00" EAST, A DISTANCE OF 3.69 FEET TO A POINT;  
THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 27.35 FEET TO A POINT; THE  
POINT OF BEGINNING  
THIS PARCEL: Perimeter: 120.02 Area: 463 sq. ft. 0.01 acres, MORE OR LESS.

#### DESCRIPTION OF INGRESS/EGRESS AND UTILITY EASEMENT

SPRINT UTILITY EASEMENT:  
COMMENCE AT THE NORTHWEST CORNER OF SAID PARENT TRACT, THENCE, BEARING  
SOUTH 89°46'08" EAST, A DISTANCE OF 156.45 FEET TO A POINT; THE POINT OF  
BEGINNING,  
THENCE, BEARING SOUTH 89°46'08" EAST, A DISTANCE OF 12.24 FEET TO A POINT;  
THENCE, BEARING SOUTH 34°58'09" EAST, A DISTANCE OF 195.91 FEET TO A POINT;  
THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 12.20 FEET TO A POINT;  
THENCE, BEARING NORTH 34°58'09" WEST, A DISTANCE OF 195.97 FEET TO A POINT;  
THE POINT OF BEGINNING  
THIS PARCEL: Perimeter: 416.33 Area: 1,959 sq. ft. 0.04 acres, MORE OR LESS.

SPRINT ACCESS EASEMENT:  
COMMENCE AT THE NORTHEAST CORNER OF SAID PARENT TRACT, THENCE, BEARING  
SOUTH 00°13'52" WEST, A DISTANCE OF 361.45 FEET TO A POINT; THE POINT OF  
BEGINNING,  
THENCE, BEARING SOUTH 00°13'52" WEST, A DISTANCE OF 48.67 FEET TO A POINT,  
THENCE, BEARING NORTH 89°39'49" WEST, A DISTANCE OF 222.30 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, AND HAVING A  
RADIUS OF 59.94 FEET, RADIUS BEARS AT SAID POINT NORTH 56°26'44" WEST,  
THENCE A DISTANCE OF 208.44 FEET ALONG THE ARC OF SAID CURVE THROUGH A  
CENTRAL ANGLE OF 199°15'22" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 47°  
11'22" WEST;  
THENCE, BEARING NORTH 44°52'40" WEST, A DISTANCE OF 173.96 FEET TO A POINT;  
THENCE, BEARING NORTH 45°01'59" EAST, A DISTANCE OF 92.54 FEET TO A POINT;  
THENCE, BEARING SOUTH 88°56'30" EAST, A DISTANCE OF 40.47 FEET TO A POINT;  
THENCE, BEARING SOUTH 00°10'44" WEST, A DISTANCE OF 16.70 FEET TO A POINT;  
THENCE, BEARING SOUTH 45°01'59" WEST, A DISTANCE OF 55.01 FEET TO A POINT;  
THENCE, BEARING SOUTH 44°52'40" EAST, A DISTANCE OF 105.71 FEET TO A POINT;  
THENCE, BEARING SOUTH 47°08'12" WEST, A DISTANCE OF 17.82 FEET TO A POINT;  
THENCE, BEARING SOUTH 45°26'08" EAST, A DISTANCE OF 32.96 FEET TO A POINT;  
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, AND HAVING A  
RADIUS OF 50 FEET, RADIUS BEARS AT SAID POINT SOUTH 21°23'36" EAST, THENCE A  
DISTANCE OF 91.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 87°23'53" TO A POINT, RADIUS BEARS AT SAID POINT NORTH 66°00'17"  
EAST;  
THENCE, BEARING SOUTH 89°44'57" EAST, A DISTANCE OF 222.55 FEET TO A POINT;  
THE POINT OF BEGINNING  
THIS PARCEL: Perimeter: 1338.66 Area: 31,762 sq. ft. 0.73 acres, MORE OR  
LESS.

*JMS* ←

**TRANSMITTAL**

**DATE: August 19, 2002**

SITE SOLUTIONS, INC,  
Richard C. Bogatin, AICP  
9282 Olmstead Drive  
Lake Worth, FL 33467  
(561) 967-9964  
(561) 967-9921 Fax  
(561) 670-4800 Mobile

**RECEIVED**

AUG 21 2002

City Attorney's Office



VIA: Federal Express Tracking Number 8323 9282 1412

ATTN: Pam Booker

RE: Sprint Flagpole Antenna

Pam, attached are the signed by Sprint leases for the proposed City Hall site. The site plan approval by the P&Z Board is scheduled for the September 3<sup>rd</sup> meeting and then is expected to be presented to the City Council at the September 23 hearing for their consideration. It would be best if the lease was also presented for first reading at that hearing like was done for the North Port site.

Regarding the Flags to be used on the flagpole. Sprint is proposing a flag size of 12 x 18 and is willing to supply the city with four (4) flags. After that, the city will be responsible to supply flags. Each flag should be replaced in approx. 6-9 months. As for the flag size the Planning Department wanted to look at it prior to accepting the size and the balance of the three flags. I would suggest that prior to the CO being issued on the site the flag size issue be satisfied and then Sprint will supply four (4) US flags in the Cities preferred size.

I have sent letter to the neighbors that the city sent notices to. I mailed them on Friday, 8/16 and have included a copy of what was sent in this package.

I look forward to completing this project, but will miss working with you and your staff.

Thank you again for all your assistance.

## **SITE SOLUTIONS, INC.**

Richard C. Bogatin, AICP

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Phone (561) 967-9964

August 15, 2002

RE: Sprint Teaming with the City of Port St Lucie / Public Safety Department to install a "STEALTH" Facility @ The City Hall Complex.

Dear Neighbor:

You will soon, or you may have already received a letter from the City of Port St. Lucie, Planning & Zoning Department regarding the placement of a ninety five foot (95') wireless communications tower at the City Hall Complex, adjacent to the Police Building. The proposed facility will be designed or "STEALTHED" to look like and to operate as a flagpole. All Sprint antennas and cables are inside the flagpole or underground leaving nothing exposed. A picture that has been computer enhanced shows the "FLAGPOLE" at the proposed location.

The City and Sprint have teamed up to save taxpayer dollars and to improve Sprint coverage in the area. The Public Safety Department has a need to propagate a 400-megahertz radio system, only their single whip antenna will be exposed at the top of the flagpole. The City will receive annual payments from Sprint and has the ability to earn additional income from other future wireless providers, sharing antenna space inside the flagpole. All costs associated with the installation of the flagpole will be paid for by Sprint. This teaming proposal saves the City a considerable expense of installing a more traditional type of tower structure to service the Public Safety Department's 400-megahertz radio system. That type of facility would also not be as aesthetically pleasing as the one proposed. Wind design requirements are in excess of 140 mile per hour, thus establishing the integrity of the structure during a hurricane as required.

Enclosed for your review with the photo enhancement is a site plan that shows the proposed location. All radio equipment associated with Sprint's installation will be inside a 10 X 14 shelter that will be painted to match the building

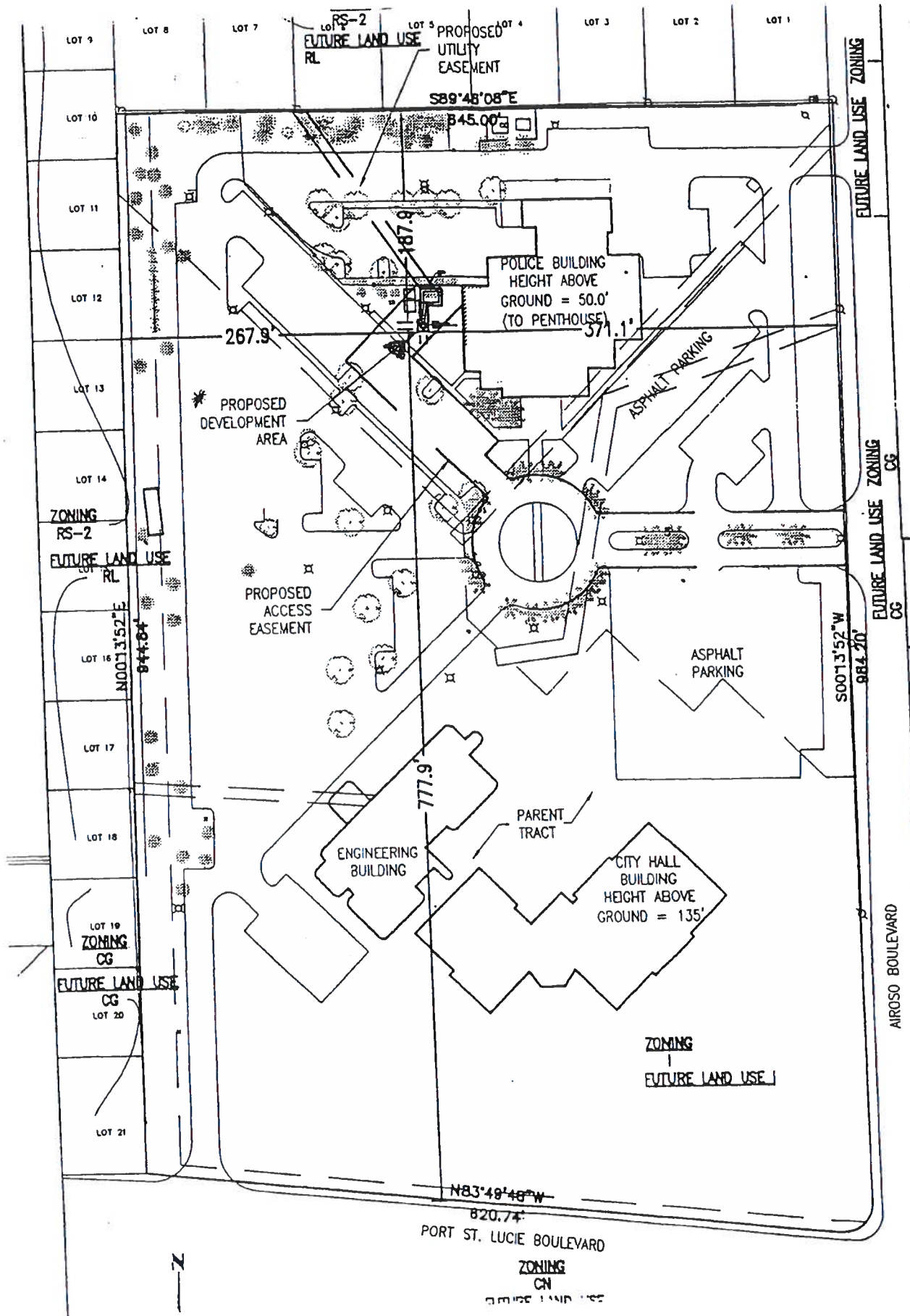
Should you have any questions regarding this proposal or would like more information on the petition, please contact me at the number above and I will be happy to respond.

Sprint looks forward to being able to provide you and your area life enhancing and life-saving wireless communications via this facility.

Thank you,



Richard C. Bogatin, AICP



ZONING  
RS-2  
FUTURE LAND USE  
RL

ZONING  
CG  
FUTURE LAND USE  
CG

ZONING  
FUTURE LAND USE

FUTURE LAND USE ZONING

FUTURE LAND USE ZONING  
CG

AIROSO BOULEVARD

PORT ST. LUCIE BOULEVARD  
ZONING  
CN  
FUTURE LAND USE

POLICE BUILDING  
HEIGHT ABOVE  
GROUND = 50.0'  
(TO PENTHOUSE)

CITY HALL  
BUILDING  
HEIGHT ABOVE  
GROUND = 135'

ENGINEERING  
BUILDING

PARENT  
TRACT

PROPOSED  
DEVELOPMENT  
AREA

PROPOSED  
ACCESS  
EASEMENT

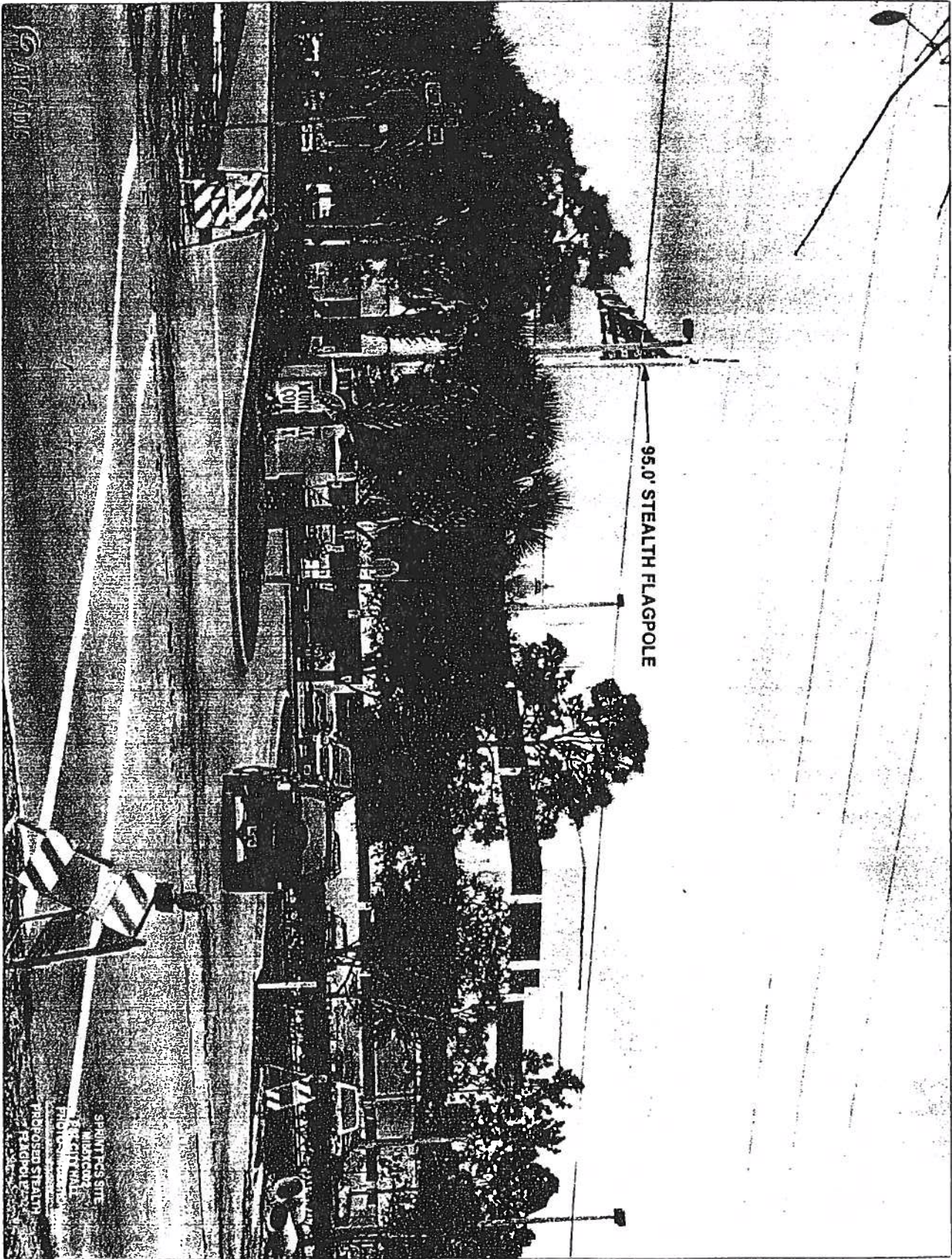
ASPHALT  
PARKING

ASPHALT  
PARKING

ZONING  
FUTURE LAND USE







95.0' STEALTH FLAGPOLE

PARADISE

PROBATION STATION  
FLAGPOLE  
PROBATION STATION  
FLAGPOLE  
SPRINT PCS SITE  
ADDRESS  
PROBATION STATION  
FLAGPOLE