

PREPARED BY AND UPON  
RECORDING MAIL TO:

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

TC <sup>ST</sup> ~~ST~~ LUCIE W  
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 15th day of Dec, 2000, between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Lessor"), and BELLSOUTH MOBILITY LLC, a Georgia LLC ion ("BellSouth").

WITNESSETH:

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

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

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

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

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

BellSouth's Initials: BM

Landlord's Initials: JHR

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

MII:924040217@S021.DOC39632.0005

City Contract #20010349

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

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

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

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

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

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

(Remainder of page intentionally left blank.)

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

Witnesses:

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

[Signature]

BELLSOUTH:

BELLSOUTH MOBILITY LLC  
a Georgia LLC  
BY: BINGULAR WIRELESS LLC, ITS SOLE MEMBER  
[Signature]  
Name: Stephen A. Brake  
Title: Executive Director

LESSOR:

[Signature]  
Print Name: Dolores Di ORIO  
[Signature]  
Print Name: JANET M. JANSSEN

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

STATE OF GEORGIA

: SS

COUNTY OF FULTON

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

Melodie M. Hooker

Signature of Notary Public  
Gwinnett County

MELDIE M. HOOKER

Printed Name of Notary Public

My Commission Expires: 02/25/2003

[Seal]

STATE OF FLORIDA

: SS

COUNTY OF MIAMI-DADE

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

Karen Ann Phillips

Signature of Notary Public  
**KAREN ANN PHILLIPS**  
**NOTARY PUBLIC STATE OF FLORIDA**  
**COMMISSION NO. 00000000**  
**MY SEALS ARE VALID FOR ONE YEAR**

Printed Name of Notary Public

My Commission Expires:

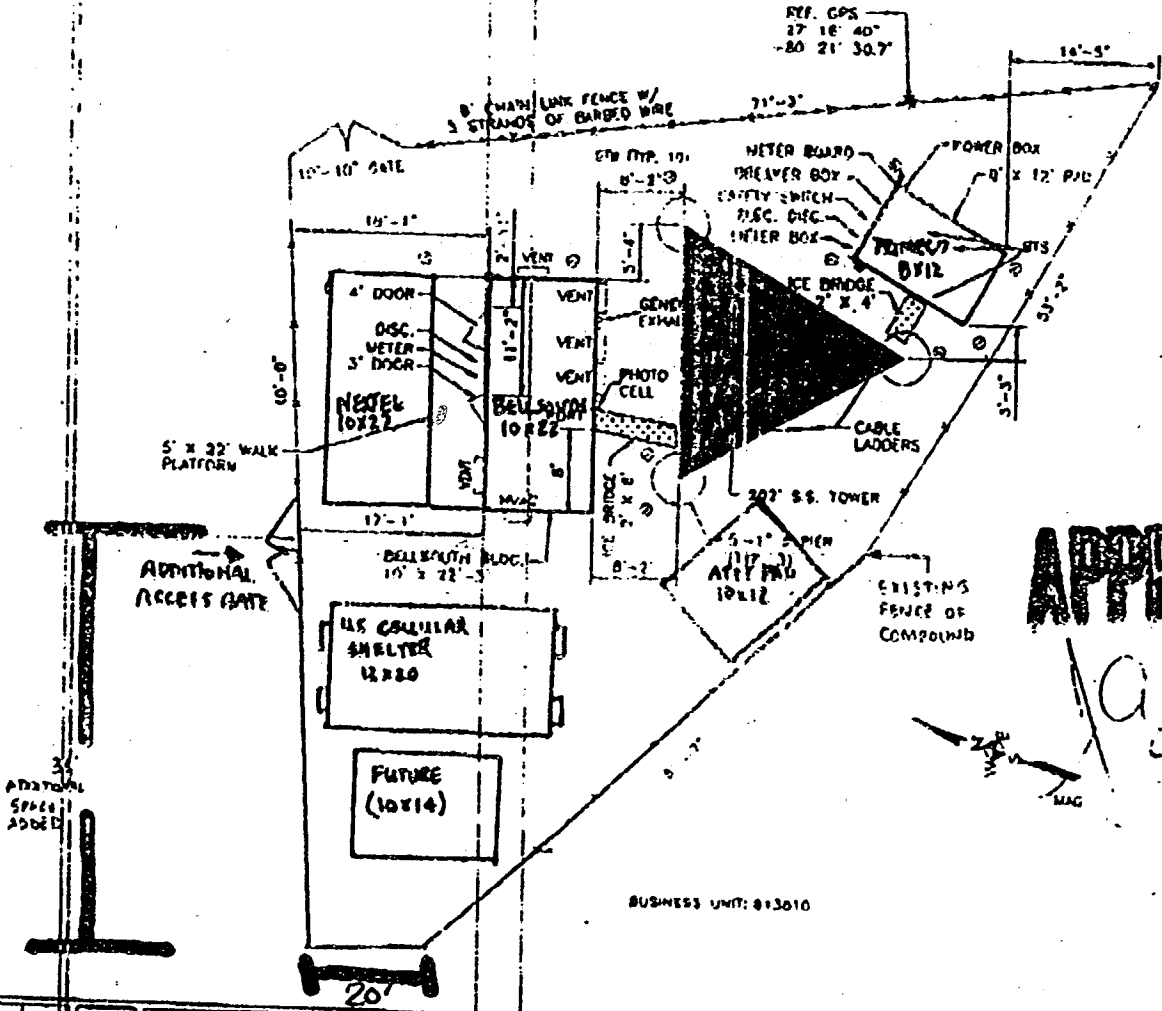
[Seal]

OR BOOK 1392 PAGE 1402

SCHEDULE "A"

[ATTACH ROUGH SKETCH]  
(Including Right of Way)

OR BOOK 1392 PAGE 1403  
1392 1403



**APPROVED**

*9/17/00*

NO.	AS BUILT	FILE NAME: bra328-plan.dwg	<p>CROWN COMMUNICATIONS COMBATING TOWER ERECTION, SITE DEVELOPMENT &amp; MANAGEMENT, TURN KEY ENGINEERING</p>	APPROVED FOR CONSTRUCTION	SCALE: 1/8" = 1'
REVISION	DATE	DRAWING NAME BRA 328 ST. LUCIE W02 TOWER SITE PLAN		CME Director Network Director	DRAWING DATE: 09/17/00 DRAWING NUMBER: 810810 CHECKED BY: DM PREPARED BY: JFR

**SCHEDULE "B"**

**LEGAL DESCRIPTION OF PROPERTY**

**DESCRIPTION OF ACCESS EASEMENT**

A parcel of land lying in Sections 5 and 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being a portion of Tract "O" of "Port St. Lucie Section 18", as recorded in Plot 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 Plot 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.

**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 Plot Book 13, Pages 17 and 17A through 17K, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

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

Containing an area of 1,527 Square feet.

North 81°  
thence  
thence  
0° West  
40 feet;  
54' 12"