

COUNCIL ITEM 8H  
DATE 10/9/06

ORDINANCE 06 - 119

COUNCIL ITEM 10G  
DATE 9/25/06

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO THE SECOND AMENDMENT TO SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND STC FIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE OF SPRINT SPECTRUM, L.P.; TO ALLOW ADDITIONAL GROUND SPACE FOR A NEW COLLOCATOR AT THE EXISTING TELECOMMUNICATION TOWER SITE LOCATED AT THE SOUTHPORT REPUMP STATION; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into the Second Amendment to Site Lease Agreement between the City of Port St. Lucie and STC Five, LLC, a Delaware limited liability company, assignee of Sprint Spectrum, L.P., a Delaware limited partnership, said Second Amendment to be substantially in the form of that Second Amendment to Site Lease Agreement being attached hereto and by reference incorporated herein, which allows for additional ground space for a new collocator at the existing cell tower site.

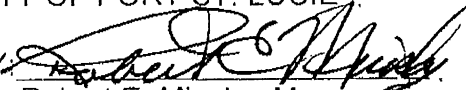
Section 2. The City of Port St. Lucie, a Florida municipal corporation, and STC Five, LLC, a Delaware limited liability company, hereby enter into the Second Amendment to Site Lease Agreement for additional ground space for wireless communication hardware, pursuant to Section 158.213(O).

Section 3. This ordinance shall become effective immediately upon approval.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie,

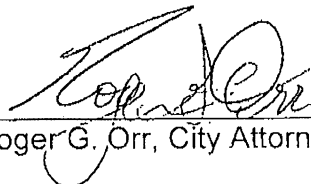
Florida, this 9th day of October, 2006.

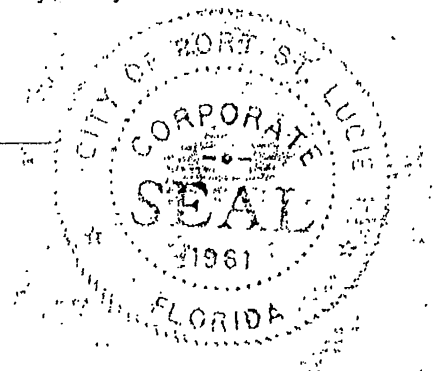
CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY:   
Robert E. Minsky, Mayor

  
Karen A. Phillips, City Clerk

Approved as to Form:

  
Roger G. Orr, City Attorney.



RECEIVED

MEMORANDUM

SEP 18 2006

City Manager's Office

TO: DONALD B. COOPER, CITY MANAGER *DC*

THRU: JESUS MEREJO, DIRECTOR, UTILITY SYSTEMS DEPT. *JM*

FROM: THERESA FONTANA, ASSISTANT CITY ATTORNEY *TF*

DATE: SEPTEMBER 14, 2006

SUBJECT: SECOND AMENDMENT TO SITE LEASE AGREEMENT  
BETWEEN CITY AND STC, FIVE, LLC, ASSIGNEE OF  
SPRINT SPECTRUM, L.P.

Attached please find the Second Amendment to the Site Lease Agreement and the Memorandum of Agreement between the City and STC, Five, LLC. This Amendment provides for additional ground space for a new collocator at the existing cell tower site located at the Southport Repump Station, 2760 S.E. Overhill Drive, Port St. Lucie, Florida 34952. This Amendment & Memorandum have been reviewed and approved as to form and sufficiency by the Legal Department and have also been approved by the Utility Systems Department. Please place this item on the next available City Council agenda. Should you have any questions or need any additional information, please do not hesitate to contact me at 871-5294.

TJF/lm  
Attach.

c. Paul Hughey, Global Signal

*ORD 06-119*  
*Lease Agreement*  
*to Denise (Legal)*  
*for processing.*  
*10/10/06*  
*[Signature]*

*CIP*  
*9/18*

**SECOND AMENDMENT TO  
SITE LEASE AGREEMENT**

This Second Amendment to Site Lease Agreement ("Amendment") is made and entered into as of the 17 day of October, 2006 ("Effective Date"), by and between STC Five, LLC, assignee of Sprint Spectrum L.P. ("Lessee") by and through its attorney in fact, Global Signal Acquisitions II LLC and the City of Port St. Lucie, a Florida municipal corporation ("Lessor").

RECITALS

WHEREAS, Lessor is the fee owner of the real property commonly known as 2760 S.E. Overhill Drive, Port St. Lucie, Florida 34952 (St. Lucie County) and legally described as set forth on the attached Exhibit A (hereinafter "Property"), a portion of which (hereinafter the "Leased Premises") is leased to Lessee under and pursuant to that certain Site Lease Agreement dated February 19, 1998, as amended by that Addendum Number 1 dated on or around July 15, 1998 (the "Agreement"); and

WHEREAS, Lessee and Lessor desire to amend the Agreement on the terms and conditions contained herein to grant Lessee additional land to facilitate the collocation of one additional third party ("Subtenant") at the Leased Premises.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration outlined herein, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. To the extent any such consent is required by the Agreement, Lessor hereby consents to the grant of a sublease or license to Subtenant.

2. The Lessor and Lessee hereby acknowledge, ratify, and confirm, each party's interest in and to the Agreement, that the Agreement is in full force and effect, that there are no existing defaults pursuant to the terms of the Agreement, and that each has full right and authority to execute this instrument. To the extent this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

3. The terms and provisions of the Agreement are hereby restated and incorporated herein by this reference, amended only as more particularly described hereinafter.

4. Leased Premises. Lessor represents and warrants that Lessor is the fee owner of the property set forth and described on the attached Exhibit A, and that Lessor presently leases, pursuant to the Agreement, a portion of that property to Lessee. Lessor does hereby lease to Lessee, as additional land ("Additional Land"), that additional portion of the Property set forth and shown on the attached Exhibit A-1, which shall include the original Leased Premises and the Additional Land contemplated herein. Exhibit A and Exhibit A-1 shall replace any and all exhibits set forth in the Agreement showing the Property owned by Lessor and the Leased Premises (or other defined reference to the area contemplated under the Agreement) as contained in the Agreement.

*500.00/month  
\$ 6,000/year  
Plus  
25% rent  
passback*

5. Rent Change. The rent (as defined in the Agreement) payable to Lessor from Lessee shall be increased, as of the Commencement Date (as defined below) by an amount equal to Five Hundred Dollars (\$500) per month (the "Additional Rent") plus an amount equal to 25% of the Rent Revenue. The Additional Rent shall escalate at the same time and in the same manner as outlined in the Agreement. In addition, the parties agree and acknowledge that Lessee shall pay Lessor an amount equal to Twenty-Five Percent (25%) of the Rent Revenue for all future collocators (each a "Future Subtenant), which collocate at the Leased Premises after the Effective Date of this Amendment. For the purposes of this Amendment, Rent Revenue shall be defined as the total amount of rent (except such portion, if any, that represents a direct pass-through cost such as utilities or taxes) paid by each Future Subtenant to Lessee pursuant to Subtenant's collocation at the Leased Premises as outlined herein. In addition upon the Execution Date, Lessee shall pay Lessor an amount equal to \$2,000 as a one-time landscaping fee.

6. Commencement Date. The Additional Rent set forth above shall commence and become payable upon the earlier of (1) the commencement date or start of the rental payments from either Subtenant to Lessee for the use of the Additional Land, or (2) January 1, 2007 (hereinafter "Commencement Date"). The obligations of Lessee under and pursuant to this Amendment, are conditioned upon the full execution, commencement and continued effectiveness of an agreement by and between Lessee and Subtenant, and Lessee shall have the right, but not the obligation, to terminate, cancel, or otherwise eliminate the payment of Additional Rent in the event Lessee fails to execute or commence such agreement or if such agreement terminates. Lessor and Lessee agree and acknowledge that, unless otherwise specifically set forth herein, any and all of Lessee's covenants and obligations shall become effective as of the said Commencement Date, including, but not limited to, the payment of the Additional Rent as outlined herein.

7. Permitting. Lessor shall cooperate with Lessee and agrees to execute any necessary applications, documents or materials as may be required or requested by Lessee to obtain building, permitting, zoning or land-use permits or other approvals (hereinafter "Approvals") from all appropriate local, state and/or federal agencies. Lessor does hereby authorize Lessee, its agents, employees or representatives, to prepare, file, and submit on behalf of Lessor all applications or consents for such Approvals.

8. The parties hereby agree and acknowledge that all notices provided pursuant to the Agreement shall also be sent to the following address:

If to Lessee:

STC Five, LLC  
C/o Global Signal Acquisitions II LLC  
Attn: Lease Administration  
301 North Cattlemen Drive, Suite 300  
Sarasota, FL 34232

9. The Agreement, as altered and modified as set forth herein, shall remain in full force and effect and is hereby ratified and confirmed. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Nothing herein shall represent a waiver of any term, condition or

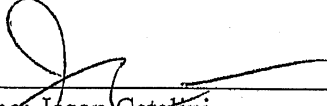
covenant of the Agreement, nor preclude either party from requiring strict performance with the terms and conditions of the Agreement at any time in the future.

10. This Amendment may be executed in counterparts, each of which shall constitute an original instrument. Upon execution of this Amendment, the parties shall immediately execute a memorandum of this Amendment (or a memorandum of the Agreement, as modified hereby) which instrument may be placed of record.

**SIGNATURE PAGES TO FOLLOW**

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

**LESSEE:**  
**STC Five, LLC**  
**By: Global Signal Acquisitions II LLC**  
**Its: Attorney in Fact**  
**By: Global Signal Services LLC,**  
**its Manager**

By:   
Name: Jason Catalini  
As Its: Senior Director, Real Estate  
Date: 10/17/06

**LESSOR:**

The City of Port St. Lucie, a Florida municipal corporation

Donald Bloopel  
By: CITY OF PORT ST. LUCIE  
Its: CITY MANAGER  
Date: 10-16-06

**EXHIBIT A**  
**PROPERTY**



EXHIBIT A

Site Name: Southport Water & Wastewater Treatment Plant      Site I. D. TC1401  
Site Address: 2760 S.E. Overhill Drive, Port St. Lucie, FL 34952

Site situated in the City of Pt St Lucie, County of St Lucie, State of Florida, commonly described as follows:

**Legal Description:** A parcel land being a portion of the Northwest one-quarter of Section 14, Township 37 South, Range 40 East being more particularly described as follows:  
Commencing at the Northwest corner of Section 14, Township 37 South, Range 40 East; thence S 0074' 25" E along the West line of said Section 14 a distance of 1368.14 feet; thence N 89° 45' 35" E a distance of 336.43 feet; thence N 0074' 25" E a distance of 300.00 feet to the point of beginning; thence continue N 0074' 25" E a distance of 50.00 feet; thence S 89° 45' 35" W a distance of 50.00 feet; thence N 89° 45' 35" E a distance of 50.00 feet to the point of beginning. Said land situate in St Lucie County, Florida, containing 2500 square feet more or less.

**Ingress/Egress easement:** A 24 foot strip of land being a portion of the Northwest quarter (NW ¼) of Section 14 Township 37 South, Range 40 East, in the City of Pt St Lucie, St Lucie County, Florida. Center line of said 24 foot strip being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of said Section 14; thence S 0074' 25" E along the West line of said Northwest quarter (NW ¼), a distance of 1368.14 feet; thence N 89° 45' 35" E a distance of 253.95 feet to the point of beginning; thence N 00° 14' 25" W a distance of 42.00 feet; thence N 89° 15' 35" E a distance of 32.49 feet to the point of termination;

Said land situate in the City of Pt St Lucie, St Lucie County, Florida. Containing City land easement description 2028 feet, more or less.

As may be more fully described in Attachment "A-1" attached hereto,  
Sketch of Site:

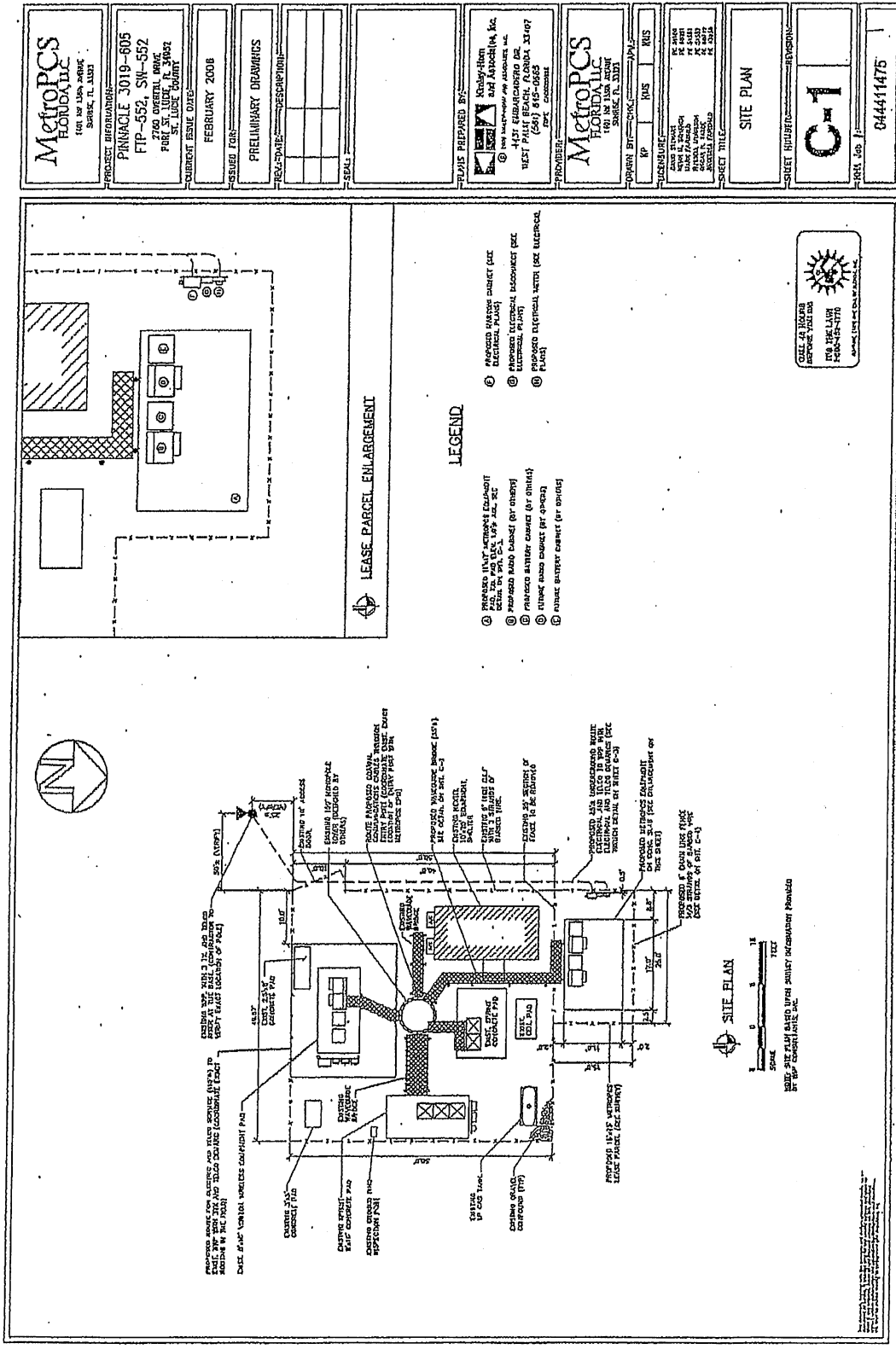
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FEB 24 1998

City Manager's Office

**EXHIBIT A-1**

**LEASED PREMISES (Including Additional Land)**



**MetropCS**  
**FLORIDA LLC**  
1100 W. US HIGHWAY  
SUITE 200  
TALLAHASSEE, FL 32303

PROJECT INFORMATION:  
**Pinnacle 3019-805**  
**FIP-552, SW-552**  
2740 ORCHARD WAY  
PARK ST. LUDOWIC, FL 32082  
ST. LUCIE COUNTY

ISSUED FOR:  
**FEBRUARY 2008**

PRELIMINARY DRAWINGS

SCALE

DATE PREPARED BY:  
**MetropCS**  
**FLORIDA LLC**  
1100 W. US HIGHWAY  
SUITE 200  
TALLAHASSEE, FL 32303

PROJECT NO:  
**3019-805**

DATE: 2/1/08  
**MetropCS**  
**FLORIDA LLC**  
1100 W. US HIGHWAY  
SUITE 200  
TALLAHASSEE, FL 32303

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**C-1**

PROJ. NO:  
**044411475**

PREPARED BY AND WHEN RECORDED

RETURN TO:

Global Signal Services LLC  
ATTN: Real Estate Department  
301 N. Cattleman Road, Ste. 300  
Sarasota, FL 34232

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 17 day of October, 2006, by and between STC Five, LLC, assignee of Sprint Spectrum L.P. ("Lessee"), by and through its attorney in fact, Global Signal Acquisitions II LLC and the City of Port St. Lucie, a Florida municipal corporation (the "Lessor").

WHEREAS, Lessor is the fee owner of the real property commonly known as 2760 South East Overhill Drive, Port St. Lucie, Florida (St. Lucie County) and legally described as set forth on the attached Exhibit A (hereinafter "Property"), a portion of which (hereinafter the "Leased Premises") is leased to Lessee under and pursuant to that certain Site Lease Agreement dated February 19, 1998, as amended by that Addendum Number 1 dated on or around July 15, 1998, and amended by that Second Amendment to Site Lease Agreement (hereinafter "Amendment") dated 17 October 2006 (the "Agreement"); and

WHEREAS, pursuant to the Amendment, Lessor has leased to Lessee additional space within the Property contiguous and adjacent to the Leased Premises for the expansion of the Leased Premises (which additional area is referred to as "Additional Land"); and,

WHEREAS, as set forth and pursuant to the Amendment, the parties have agreed that the Leased Premises shall and does now include the Additional Land, and all such area leased to Lessee under and pursuant to the Agreement shall be referenced as Leased Premises, and

WHEREAS, Lessor and Lessee desire to place of record a memorial of the Agreement, the Leased Premises, the Amendment, and the Additional Land.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state the following:

1. Lessor and Lessee state and affirm that the Leased Premises, including the Additional Land, is hereby described and depicted on the attached Exhibit A-1 and hereby replaces the depiction and description of the Leased Premises as contained in the Agreement.

2. The Agreement is for a term of five years, commencing on February 19, 1998, with four additional renewal terms of five years each.
3. All terms, covenants, and conditions of the Agreement, as modified and amended, are hereby ratified and confirmed and shall be and remain in full force and effect. All capitalized terms not defined herein shall have the meanings given such terms in the Agreement. The Recitals hereinabove are true and correct and are incorporated herein by this reference. All exhibits and attachments to this Amendment are hereby incorporated herein by reference and made a part of this Amendment.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF AGREEMENT as of the date last signed by a party hereto.

WITNESSES

[Signature]  
Name: Stephen Plummer

[Signature]  
Name: Andrew S. Kaye

LESSEE:

STC Five, LLC  
By: Global Signal Acquisitions II LLC  
Its: Attorney in Fact  
By: Global Signal Services LLC,  
its Manager

By: [Signature]  
Name: Jason Catalini  
As Its: Senior Director, Real Estate  
Date: 10/17/06

STATE OF FLORIDA  
COUNTY OF SARASOTA                      SS:

On 10/17/06 before me personally came Jason Catalini, the Senior Director, Real Estate, of Global Signal Services LLC, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he(she)(they) executed the same in his(her)(their) capacity(ies) and that by his(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary Public)  
Printed Name: Paul Highey  
Comm. Expiration Date: 03/18/2009

[STAMPED SEAL]

WITNESSES

Eileen A. Hoff  
Name: EILEEN S. GOFT.

Maryann Verillo  
Name: MARYANN VERILLO

LESSOR:

The City of Port St. Lucie, a Florida municipal corporation

By: Donald B. Cooper  
Name: CITY OF PORT ST. LUCIE  
Title: CITY MANAGER  
Date: 10-16-06

STATE OF FLORIDA

COUNTY OF ST. LUCIE

SS.

On October 16, 2006 before me personally came DONALD B. COOPER, as CITY MANAGER of the City of Port St. Lucie, a Florida municipal corporation, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) executed the same in (his)(her)(their) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Ann Verillo  
(Signature of Notary Public)

Printed Name: MARY ANN VERILLO  
Comm. Expiration Date: JUNE 9, 2007



Mary Ann Verillo  
My Commission DD200884  
Expires June 09, 2007

[STAMPED SEAL]

**EXHIBIT A**  
**PROPERTY**



EXHIBIT A

Site Name: Southport Water & Wastewater Treatment Plant      Site I. D. TC1401  
Site Address: 2760 S.E. Overhill Drive, Port St. Lucie, FL 34982

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Commencing at the Northwest corner of Section 14, Township 37 South, Range 40 East; thence S 0074° 25' 25" E along the West line of said Section 14 a distance of 1368.14 feet; thence N 89° 45' 35" E a distance of 336.43 feet; thence N 0074° 25' E a distance of 300.00 feet to the point of beginning; thence continue N 0074° 25' E a distance of 50.00 feet; thence S 89° 45' 35" W a distance of 50.00 feet; thence N 89° 45' 35" E a distance of 50.00 feet to the point of beginning. Said land situate in St Lucie County, Florida, containing 2500 square feet more or less.

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Said land situate in the City of Pt St Lucie, St Lucie County, Florida. Containing City land easement description 2028 feet, more or less.

As may be more fully described in Attachment "A-1" attached hereto.  
Sketch of Site:

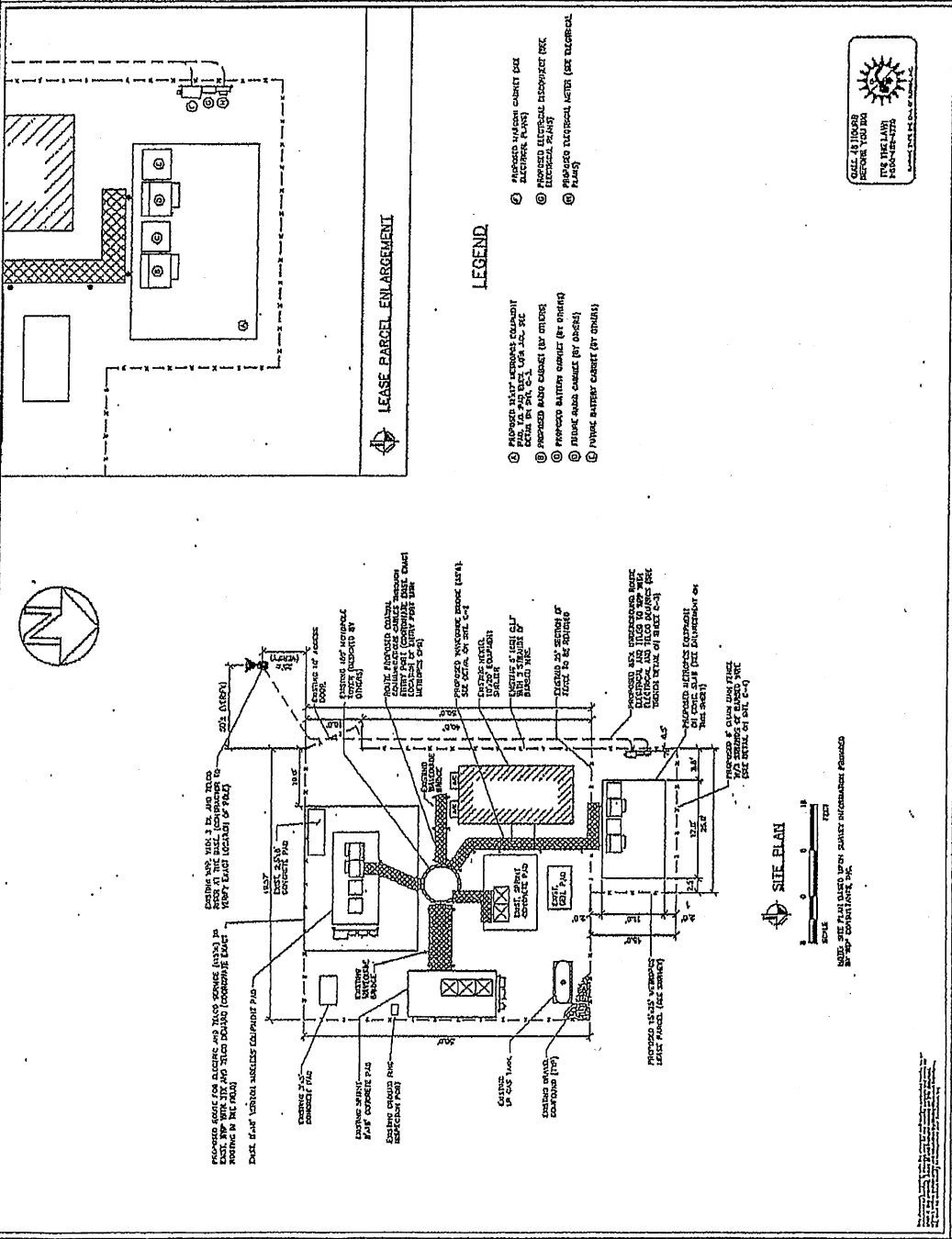
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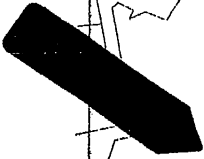
City Manager's Office

**EXHIBIT A-1**

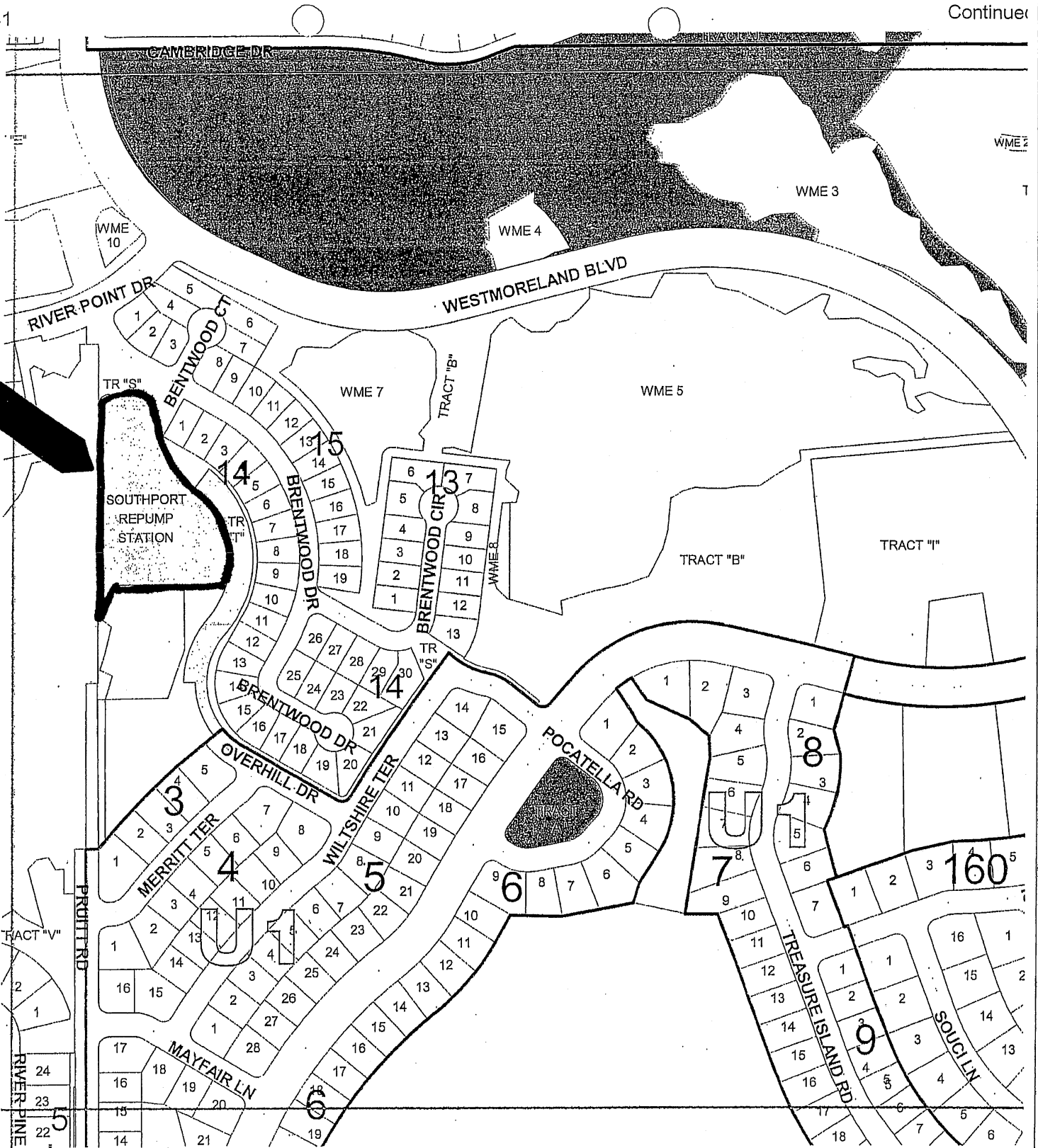
**LEASED PREMISES (Including Additional Land)**

<p><b>MetroPCS</b> FLORIDA LLC 161 W LANE AVENUE SUITE 100 ORLANDO, FL 32835</p>	<p>PROJECT INFORMATION: <b>PINNACLE 3019-605</b> FTP-552, SW-552 2760 OVERHILL DRIVE P.O. BOX 10000 S.W. 15<sup>TH</sup> AVENUE SUITE 10000 MIAMI, FL 33157</p>	<p>ISSUED FOR: <b>FEBRUARY 2006</b></p>	<p>PRELIMINARY DRAWINGS</p>	<p>SCALE: AS SHOWN</p>	<p>DESIGNED BY: <b>Metropcs-Flon</b> AND ASSOCIATES, INC. 2760 OVERHILL DRIVE SUITE 10000 MIAMI, FL 33157 TEL: (305) 415-6653 FAX: (305) 415-6653</p>	<p>PROJECT NO.: <b>1947</b></p>	<p>DATE: <b>1/19/06</b></p>	<p>PROJECT: <b>SITE PLAN</b></p>	<p>SHEET NUMBER: <b>C-1</b></p>	<p>REV. JOB # <b>044411475</b></p>
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Continued on Page 140



SOUTHPORT REPUMP STATION