

RECEIVED

FEB 19 1998

City Managers Office

**SPRINT SPECTRUM L.P.
SITE LEASE AGREEMENT**

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

1. **Premises and Use.** The City of Port St. Lucie, a Florida municipal corporation ("Owner"), leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the Site described below:

- (a) Real property consisting of approximately 2500 square feet of land;
- (b) Space required for cable runs to connect to PCS equipment and antennas.

In the location(s) ("Site") shown on Exhibit "A", together with a non-exclusive easement for reasonable access thereto said access shall be for ingress and egress and the installation of utilities serving the property herein described and the improvements thereon. The Site will be used by SSLP for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

SSLP will be allowed to place a cell-on-wheels ("COW") unit on the leased Site prior to January 26, 1998, at SSLP's sole risk and expense. However, the "COW" can not become fully operational and on-line until after final Council approval by ordinance of this Lease and receipt of all necessary permits.

2. **Term.** The term of this Agreement (the "Initial Term") shall commence on the date SSLP signs this Agreement, or if SSLP 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 SSLP 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.

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 January 15, 1998. The annual rent will be **FOURTEEN THOUSAND AND 00/100 DOLLARS (\$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 eight (8%) percent annually, 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 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. SSLP shall have full, total and complete access rights to the Site at any time, with or without notice, and Owner agrees to provide SSLP, 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 SSLP'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 SSLP making, executing and delivering this Agreement and specifically agrees that should Owner fail, refuse or neglect to grant SSLP 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. SSLP 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, 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 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

SSLP: Sprint Spectrum L.P.
561 SW 78th Avenue
Building B, Second Floor
Plantation, Florida 33324
Attn: Network Real Estate Manager

7. Improvements. SSLP 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 SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP must 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 SSLP'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. 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.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the commencement of this Agreement 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 then existing equipment.

As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television or telephone broadcasting and reception.

Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance and the City may order abatement of the same including, but not limited to, requiring removal of the tower.

10. Utilities. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. SSLP may terminate this Agreement at any time by 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 Agreement, or if SSLP 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 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 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. SSLP shall not introduce or use any such substance on the Site in violation of any applicable law.

14. Insurance. 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. SSLP 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. 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."

SSLP 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 (\$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. 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 for 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.

16. SSLP upon termination of this Agreement, shall, within any reasonable period of time, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted, or at Lessor's option when this Agreement is terminated and upon Lessor'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 Agreement, SSLP shall pay rent at the then existing monthly rate or on the existing monthly prorata basis if based upon a longer payment term, until such time as the removal of property and fixtures are completed.

Obsolete and unused towers. Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final Site development permits:

1. Towers up to 150 feet in height = \$15,000
2. Towers 151 to 200 feet in height = \$20,000
3. Towers 201 to 300 feet in height = \$25,000

Tower height shall be measured from the base of the structure.

17. Owner and SSLP agree that this Lease Agreement 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 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 SSLP, shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees for services rendered in connection with any enforcement of breach of contract.

19. 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 19th day of February, 1998.

CITY OF PORT ST. LUCIE

Eileen A. Hoff
Witness

Betsy Barister
Witness

By: Donald B. Cooper
Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Tax No.: 59-6141662

The foregoing was ~~sworn to and~~ acknowledged before me this 19th day of February, 1998, by Donald B. Cooper, City Manager, who is personally known to me

or who produced _____ as identification, and who did take an oath.

Betsy Bankston
Notary Public, State of Florida



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

SPRINT SPECTRUM L.P.

By: Elizabeth Rega

661 S.W. 78th Avenue
Building B, Second Floor
Plantation, Florida 33324
Tax No.: 48-1165245

Tonia Voysey
Witness

Virginia Smith
Witness

The foregoing was sworn to and acknowledged before me this 16th day of February, 1998, by Elizabeth Rega who is personally known to me or who produced _____ as identification, and who did take an oath.



TARA M. HELLER
My Comm Exp. 7/08/98
Bonded By Service Ins
No. CC379357

Personally Known Other I. D.

Tara M Heller
Notary Public, State of Florida

TARA M Heller
Printed Name of Notary Public
My Commission No.: CC 379357
Expires: 7-8-98

EXHIBIT A

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

Site I. D. TC1401

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.

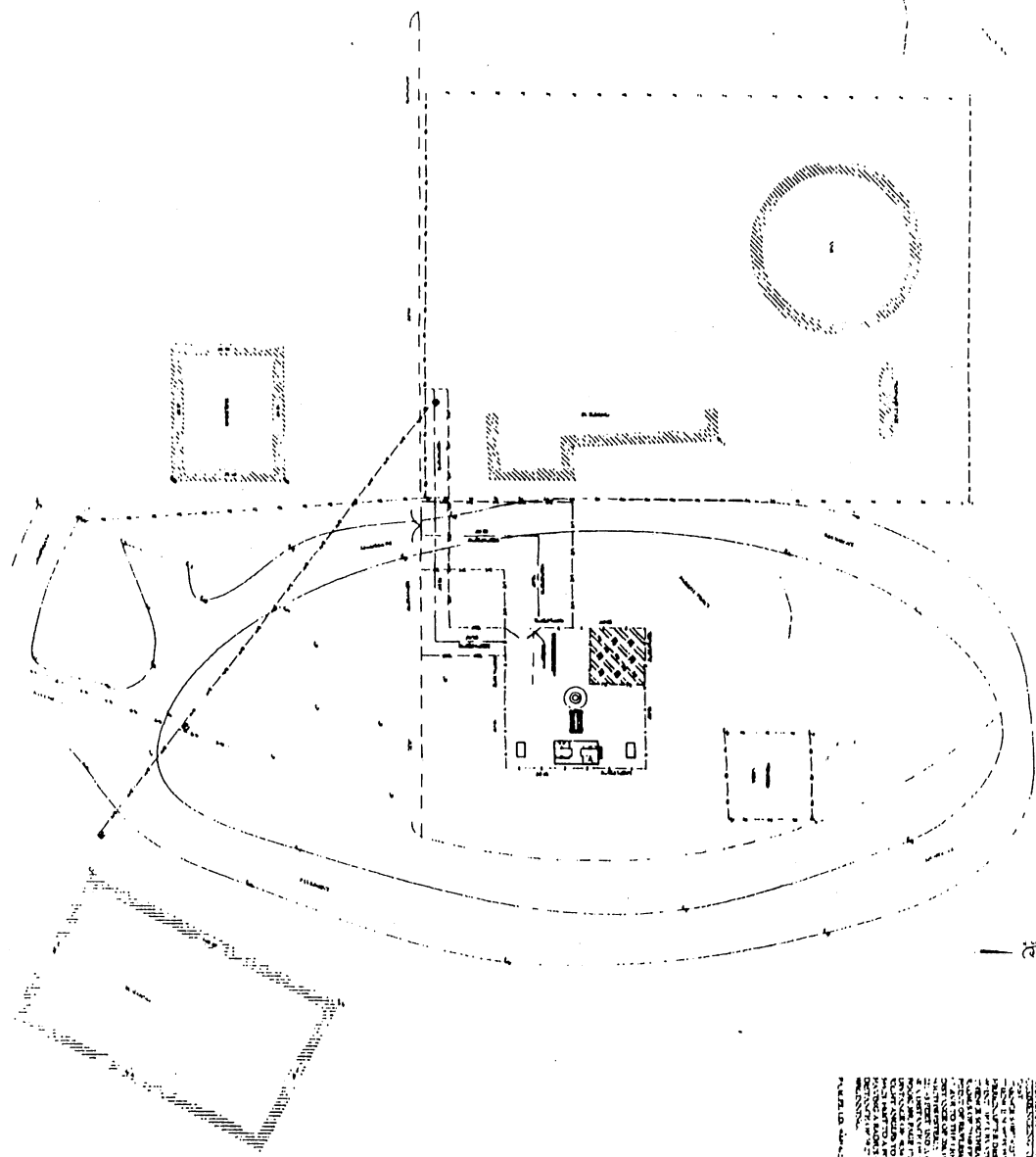
As may be more fully described in Attachment "A-1" attached hereto.
Sketch of Site:

RECEIVED

FEB 24 1008

City Manager's Office

SITE PLAN



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MVA COMMUNICATIONS CORP. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF MVA COMMUNICATIONS CORP. IS STRICTLY PROHIBITED. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF MVA COMMUNICATIONS CORP. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF MVA COMMUNICATIONS CORP. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF MVA COMMUNICATIONS CORP.



NO PARKING
NO STOPPING

SITE PLAN

LEGEND: ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED. ALL DISTANCES ARE TO THE CENTER OF THE STRUCTURE UNLESS OTHERWISE NOTED. ALL DISTANCES ARE TO THE CENTER OF THE STRUCTURE UNLESS OTHERWISE NOTED. ALL DISTANCES ARE TO THE CENTER OF THE STRUCTURE UNLESS OTHERWISE NOTED.

SCALE AS NOTED

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

PL 14
WATER STORAGE
 7100 W. GILBERT UNIVERSITY BLVD. SUITE 200
 DENVER, CO 80231

Sprint
 Sprint Spectrum L.P.

MVA COMMUNICATIONS CORP.
 PLANNING • DESIGN • CONSTRUCTION

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

EXHIBIT "B"

Fiscal Authorization Policy

SPRINT PCS

ATTACHMENT C
TEMPORARY DELEGATION OF APPROVAL AUTHORITY

To : VP, Controller - Sprint PCS

I Marvin Little
Authorizing Name (Print/Type)

E+O Director
Title

in accordance with Sprint PCS Financial Policy, paragraph 9.1, do hereby delegate my fiscal approval authority to :

Elizabeth Rega
Employee Name (Print/Type)

267-96-7713
Social Security Number

Property Manager
Title

for the following department(s):

Department Number(s)

<u>21500</u>	<u>21507</u>
<u>21502</u>	<u>21508</u>
<u>21503</u>	<u>21509</u>
<u>21504</u>	
<u>21505</u>	

This delegation is effective for the period February 16, 1998 to February 28, 1998

(not to exceed 30 days) and is necessary due to absence due to

Medical Reasons (reason: e.g. absence, vacation, etc.)

Elizabeth Rega 2-3-98
Signature of person receiving temporary delegation Date

[Signature] 2/5/98
Signature of person whose authority is being delegated Date

A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.

ADDENDUM NO. 1

Site Lease Agreement

Sprint Spectrum, L.P.

Site I.D.: TC1401

Site Name: Southport Water & Wastewater Treatment Plant

Site Address: 2760 S.E. Overhill Drive
Port St. Lucie, Florida 34952

The City of Port St. Lucie and Sprint Sprettrum, L.P., hereby modify Lease Agreement I.D. No.: TC1401 entered into on February 19, 1998, for the purpose of correcting a scrivener's error on page 1 of 7, Section 3 "Rent." All other terms and conditions of the previous Lease Agreement shall remain in full force and effect.

This Addendum consists of two (2) pages.

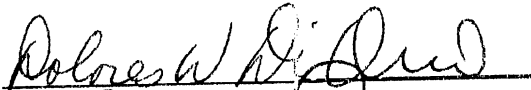
CHANGE TO AGREEMENT I.D. TC1401:

1. Site Lease Agreement, page 1 of 7, Section 3, Rent. DELETE in its entirety and REPLACE with the following:

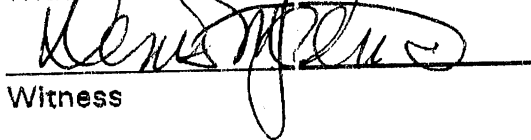
Rent will commence on the Rent Start Date. Rent will be paid annually in advance beginning on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be January 15, 1998. The annual rent will be FOURTEEN THOUSAND AND 00/100 DOLLARS (\$14,000.00), partial years to be prorated. The 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

CITY OF PORT ST. LUCIE



Witness



Witness

BY: 

Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Tax No.: 59-6141622

SPRINT SPECTRUM L.P.

Angela Meitz
 Witness Angela Meitz

Michael E Thompson
 Witness Michael E Thompson

BY: Jerry Philby FOR
 Name: William K. Rector
 Title: Director, Site Development
 1341 W. Mockingbird, #600-E
 Dallas, Texas 75247

Approved as to Form and Correctness:

Pam E. Booker
 Pam E. Booker
 Assistant City Attorney

APPROVED

MEC
FA/SPCS
9-15-98

LEGAL

END OF ADDENDUM