

RESOLUTION NO. 2013- 126

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE FIRST AMENDMENT TO LICENSE AGREEMENT FROM T-MOBILE SOUTH LLC FOR MODIFICATIONS TO THEIR EQUIPMENT ON THE PONTE VEDRA ANNEX TOWER.**

**RECITALS**

**WHEREAS**, St. Johns County and Powertel/Jacksonville, Inc. (T-Mobile) entered into a Lease Agreement dated April 8, 1997 and approved in Resolution 97-67 on the Ponte Vedra Annex site on Palm Valley Road; and

**WHEREAS**, T-Mobile will be modifying their equipment on the tower to enhance their service in this area and will execute the First Amendment to License Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

**WHEREAS**, this will consist of adding or swapping out antennas and any other equipment required.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute two originals of the First Amendment to License Agreement. All of terms of the License Agreement shall remain in full force.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk is instructed to file the First Amendment to License Agreement in the Public Records, St. Johns County Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18 day of June, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Datterman  
Deputy Clerk

RENDITION DATE 6/20/13



## EXHIBIT "A" TO RESOLUTION

### FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made and entered into by and between St. Johns County, ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

#### Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement dated April 8, 1997 (hereinafter sometimes referred to as "License" or "Agreement"), with respect to the Land located at Palm Valley Road (SR 210), Ponte Vedra, St. Johns Count, Florida.

B. Licensor and Licensee desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective as of \_\_\_\_\_, 2013, Licensee will have the right to modify its Licensed Premises as described and depicted on Exhibit C-1, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit C-1 in all respects.

2. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Licensee:

T-Mobile USA, Inc.  
Attn: Lease Compliance/Site No. 9JK0031A  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

If to Licensor:

St. Johns County Land Management Systems  
Attn: Real Estate Division  
500 San Sebastian View  
St. Augustine, FL 32084

With a copy to:

St. Johns County Fire Rescue  
Attn: Radio Systems Manager  
3657 Gaines Road  
St. Augustine, FL 32084

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

Site: #9JK0031A  
Market: Jacksonville

4. Licensor represents and warrants to Licensor that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**ST. JOHNS COUNTY, through its  
Board of County Commissioners**

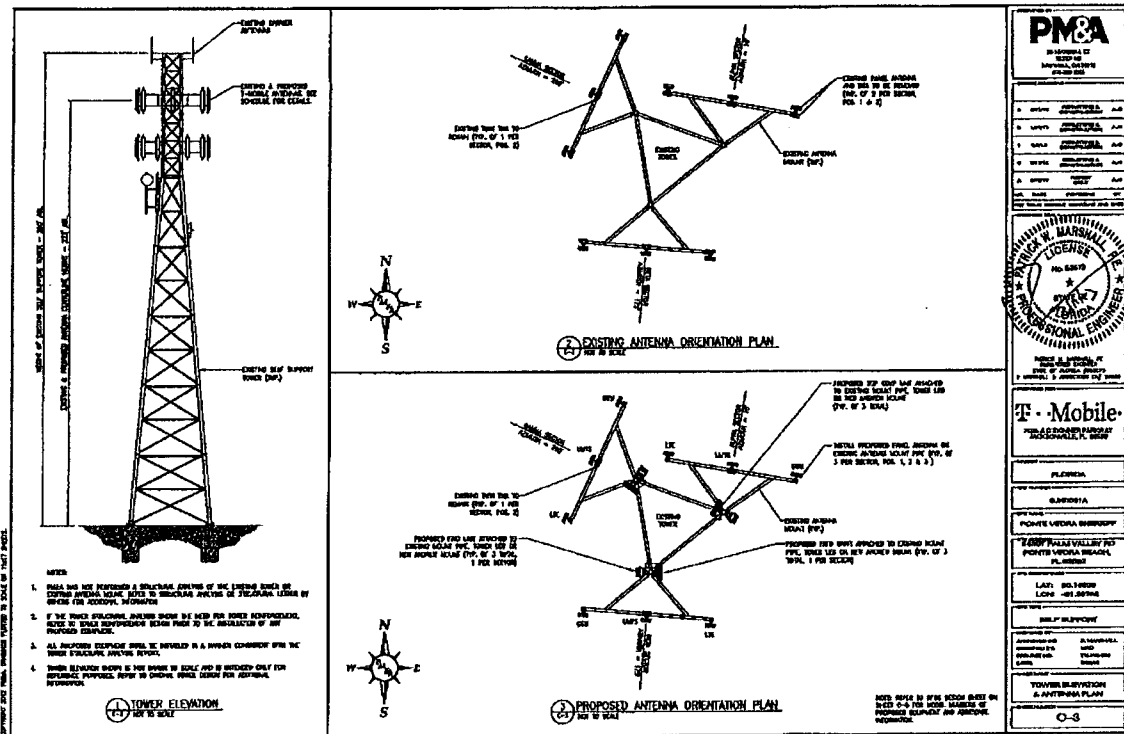
**T-Mobile South LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Site: #9JK0031A  
Market: Jacksonville

EXHIBIT "C-1"

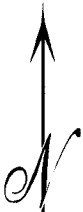
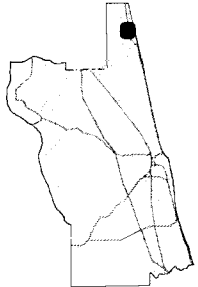


Licensors's equipment to be installed on the Tower @ a RAD center of 223' is listed below.

- Nine (9) Andrew TMBXX-6517-R2M Antennas (One (1) Andrew Antenna to be removed)
- Six (6) 1-5/8" Coax Cables (Thirteen (13) 1-5/8" Coax Cables to be removed)
- Three (3) 1.24" Hybrid Cables
- Three (3) Bundled Cables
- Three (3) ETW200VS12UB
- Three (3) FXFB
- Three (3) FRIG
- Three (3) Raycap COVPs



Amendment  
to Tower  
Agreement  
*T-Mobile South LLC  
Equipment Change*



Land Management Systems  
Real Estate Division  
(904) 209-0794  
2010 Aerial Imagery  
0 300 600  
Feet  
May 24, 2013 j15800  
Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple sources  
with varying levels of accuracy. The St. Johns County  
Real Estate Division disclaims all responsibility for the  
accuracy or completeness of the data shown hereon.

