

RESOLUTION NO. 2013- 166

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 COMMUNICATION TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC/AT&T MOBILITY LLC FOR MODIFICATIONS TO THE PLANNED EQUIPMENT ON THE FLAGLER ESTATES TOWER.

RECITALS

WHEREAS, St. Johns County and New Cingular Wireless PCS, LLC/AT&T Mobility LLC ("AT&T") entered into a Communication Tower Lease Agreement dated May 7, 2013 and approved in Resolution 2013-108 for the Flagler Estates site on Light Avenue; and,

WHEREAS, due to the unavailability of the equipment shelter AT&T had planned to install at the tower site, AT&T is requesting to use a different model of equipment shelter with the same dimensions as the previously approved model and install newer, smaller antennas; and,

WHEREAS, Fire Rescue and Construction Services have confirmed the replacement shelter will not have a negative impact on the operations of the tower or reduce the marketable capacity of the site.

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 Communication Tower Lease Agreement. All terms of the Communication Tower Lease 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 original First Amendment to Communication Tower Lease Agreement in the Clerk's Office.

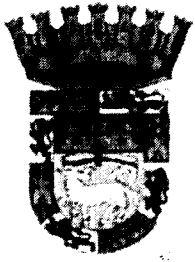
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20<sup>th</sup> day of August, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk

RENDITION DATE 8/22/13



**FIRST AMENDMENT TO  
ST. JOHNS COUNTY NON-EXCLUSIVE  
COMMUNICATIONS TOWER LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNICATIONS TOWER LEASE AGREEMENT** ("Amendment"), dated August \_\_\_\_, 2013, is made by and between St. Johns County, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32083 ("Lessor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee entered into a Communication Tower Lease Agreement ("Agreement") dated May 7, 2013, with respect to the land located at 9685 Light Avenue, Hastings, Florida 32145 in St. Johns County, Florida ("Premises"); and,

**WHEREAS**, due to the unavailability of the equipment shelter model approved in the Agreement for Lessee to install on the Premises, Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement to approve a different model of equipment shelter, correct the model of installed antenna, and update the construction plans and lease equipment schedule to reflect the equipment shelter change and antenna correction; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to modify the Lessee's Notice information.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenant and agreements herein contained, Lessor and Lessee do hereby represent, covenant and agree as follows:

**SECTION 1.** Exhibit B to the Agreement (Prerequisites) and Exhibit D to the Agreement (Lessee Equipment Schedule) are deleted in their entirety and replaced with Amended Exhibit B and Amended Exhibit D, respectively, attached hereto and incorporated herein by reference.

**SECTION 2.** The Lessee's Notice addresses provided in the Lease Agreement are hereby deleted in their entirety and replaced with the following:

If to Tenant:           New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation,  
Attn: Network Real Estate Administration  
Re: Cell Site Name: Flagler Estates (FL),  
FA No: \_10150006  
Suite 13-F West Tower  
575 Morosgo Drive  
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC  
Attn: Legal Department-Network  
Re: Cell Site Name: Flagler (FL)  
FA No: 10150006  
208 S. Akard Street  
Dallas, TX 75020

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

**SECTION 3.** Except as specifically set forth above, this Amendment shall in no way modify, alter or amend the remaining provisions of the Agreement, all of which shall remain in full force and effect. To the extent that there is any conflict between the provisions Agreement and this Amendment, the provisions of this Amendment will govern and control.

**IN WITNESS WHEREOF,** the parties have caused this Amendment to be effective as of the last date written below.

**WITNESSES:**

**"LESSOR"**

St. Johns County, a political subdivision of the State of Florida

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

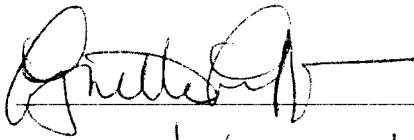
\_\_\_\_\_  
By: \_\_\_\_\_

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

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

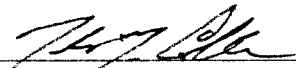
**WITNESSES:**

**"LESSEE"**

  
\_\_\_\_\_  
Print Name: MYNETTE LUFF

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

  
\_\_\_\_\_  
Print Name: Kathy Porter

By:   
\_\_\_\_\_  
John Collins, Area Manager  
Construction & Engineering

Date: 8/2/2013