

RESOLUTION NO. 2015-293

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 AMENDMENT NO. 6 TO THE TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT FROM NEXTEL SOUTH CORP. FOR MODIFICATIONS TO THEIR EQUIPMENT ON THE PONTE VEDRA ANNEX TOWER.

WHEREAS, St. Johns county and Nextel South Corp. entered into a Tower Attachment Communication Site Agreement ("Agreement"), dated October 21, 1998, and approved in Resolution 98-159, on the Ponte Vedra Annex tower on Palm Valley Road; and,

WHEREAS, Nextel South Corp. will be modifying their equipment on the tower to enhance their service in the area; and,

WHEREAS, Nextel South Corp. has executed Amendment No. 6 to the Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to reimburse the funds spent by the County to analyze their equipment change requests and agreeing to pay for any third-party technical reviews of future equipment change requests, as deemed necessary by the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, as follows:

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

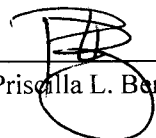
Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute two originals of Amendment No. 6 the Agreement. All terms of the Agreement shall remain in full force.

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 record the Amendment No. 6 to the Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 6th day of October, 2015.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.**

By:  _____
Priscilla L. Bennett, Chair

ATTEST: George Lareau, Clerk

By: 
Deputy Clerk

RENDITION DATE 10/8/15

AMENDMENT NO. 6 TO TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT

This Amendment No. 6 to Tower Attachment Communications Site Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Tower Attachment Communications Site Agreement between SprintCom, Inc., a Kansas corporation, as successor in interest to Nextel South Corp., a Georgia corporation, ("**Lessee**"), and St. Johns County, a political subdivision of the State of Florida, through its Board of County Commissioners, ("**Lessor**"), dated October 21, 1998 (the "**Lease**"), as amended by First Amendment to Tower Attachment Communications Site Agreement dated March 18, 2002, and amended by Second Amendment to Tower Attachment Communications Site Agreement dated May 5, 2006, and amended by Amendment No. 3 to Tower Attachment Communications Site Agreement dated November 27, 2006, and amended by Amendment No. 4 to Tower Attachment Communications Site Agreement dated March 8, 2007 and further amended by Amendment No. 5 to Tower Attachment Communications Site Agreement dated May 15, 2013 (collectively, the "**Agreement**").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Premises by adding or swapping out antennas and other equipment on the Tower, as more particularly described in Exhibit C-4 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Amendment to Section 12 of the Lease.** Section 12 of the Lease, titled Tower Analysis, is hereby amended to add the following two subsections:

(c) Lessee's construction and installation of all equipment at the Premises shall be performed in accordance with plans, drawings and specifications approved by Lessor in writing, not to be unreasonably withheld, conditioned or delayed. No subsequent modification, alteration, supplementation, replacement, upgrade, expansion or relocation of Lessee's equipment at the Premises shall be made without prior review and written approval by Lessor, not to be unreasonably withheld, conditioned or delayed. To the extent it deems advisable, Lessor retains the right to monitor and inspect Lessee's construction and/or installation of any or all equipment at the Premises, at Lessor's sole expense.

(d) A professional engineer shall seal all structural analyses, Interference analyses, plans, drawings and specifications for construction and installation of any equipment at the Premises, including any subsequent modifications, alterations, supplementations, replacements, upgrades, expansions or relocations of equipment at the Premises. Lessor hereby retains the right to require a third party technical study thereof at Lessee's expense.

2. **Modification to the Premises.** Exhibit C-2 and Exhibit C-3 to the Agreement are hereby amended to include the modifications identified on Exhibit C-4 (the "**Modifications**"), attached hereto and made a part hereof. Exhibit C-4 supplements Exhibit C-2 and Exhibit C-3 to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit C-2 or Exhibit C-3 or any part thereof except to the extent specifically set forth in Exhibit C-4. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Premises, all as more fully described and contemplated in Exhibit C-4.

3. **Reimbursement of Owner Fees.** Lessee agrees to pay four thousand dollars (\$4,000.00) to Lessor prior to the commencement of the Modifications to the Premises as defined in Section 2 above and more fully described in Exhibit C-4 attached to this Amendment, to reimburse Lessor for expenses paid to RCC Consultants, Inc. on July 17, 2014 for technical services related to Lessee's proposed Modifications.

4. **Notice Address.** The notice addresses in Section 18 of the Lease or referenced in any of the prior amendments thereto for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

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

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

Lessee: Sprint Property Services
Sprint Site ID: JA73XC004
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department
Sprint Site ID: JA73XC004
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

Site Name: Ponte Vedra

Site ID #: FL7041-A (JA73XC004)

The parties have executed this Amendment as of the Effective Date.

Lessee

SprintCom, Inc.
a Kansas corporation

Signed, sealed and delivered in the presence of :

Marquerite Aulik
Printed Name: Marquerite Aulik

By [Signature]
Printed Name: Barry Zimmerman

By: Erskine & Heatherly

Printed Name: Erskine & Heatherly

Title: RSD Market Manager

Date: 8/25/15

(Date must be completed)

Lessor

St. Johns County,
a political subdivision of the State of Florida,
through its Board of County Commissioners

Signed, sealed and delivered in the presence of :

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

(Date must be completed)

Exhibit C-4

Schedule of Equipment

Existing Equipment:

3 RFS APXVERR18-C Antennas
3 H+S TSZ 999 066/xxxM 1 ¼" lines
3 Ericsson 800 ESMR Filters
9 Ericsson ACU-A20-N RETS
3 Ericsson RRUS 11 @ 800 MHz
6 Ericsson RRUS 11 @ 1900 MHz
3 Ericsson RRUS A2 Modules

Equipment to be Removed:

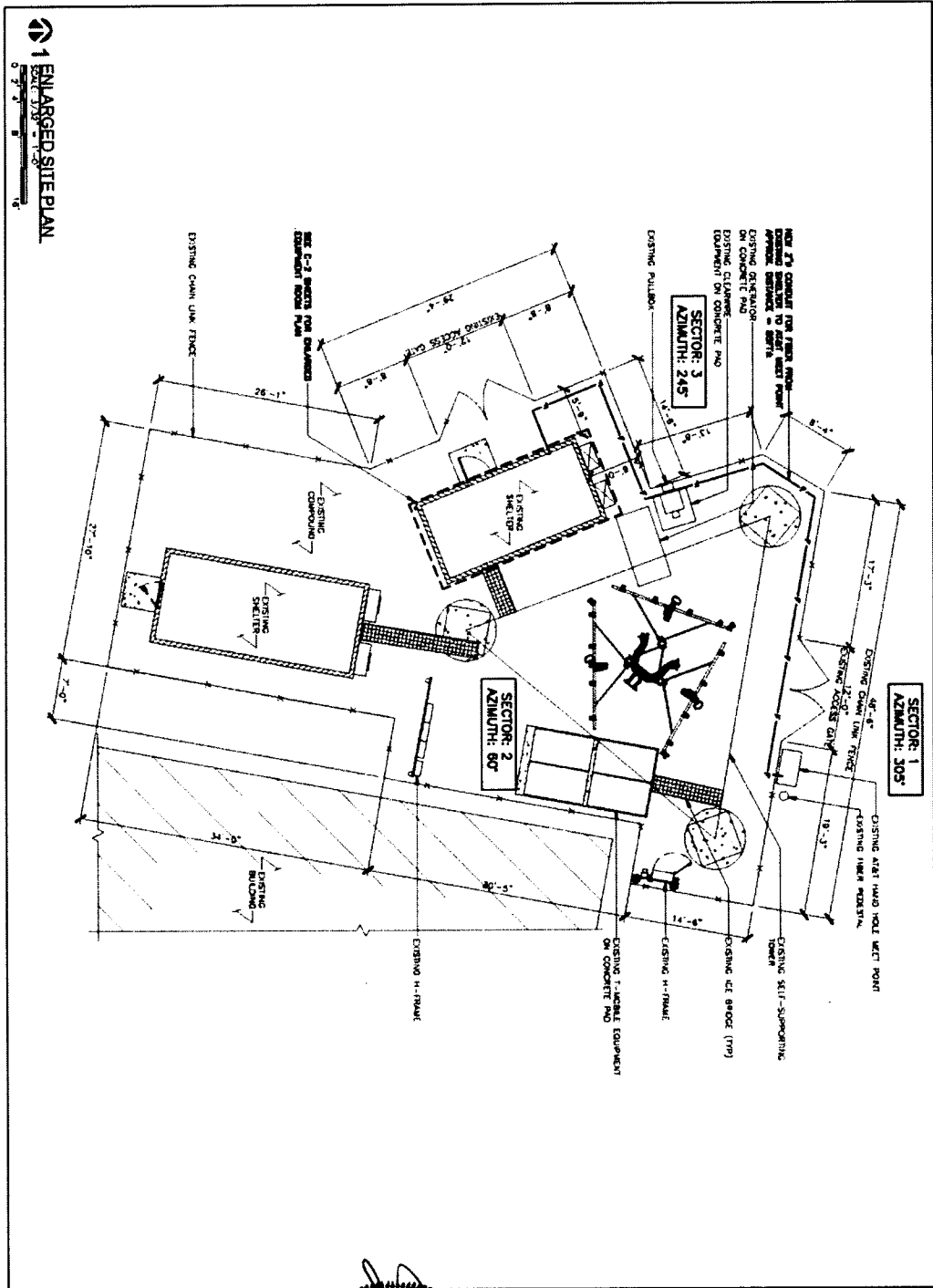
6 Ericsson RRUS 11 @ 1900 MHz
3 Ericsson RRUS A2 Modules

Equipment to be Added:

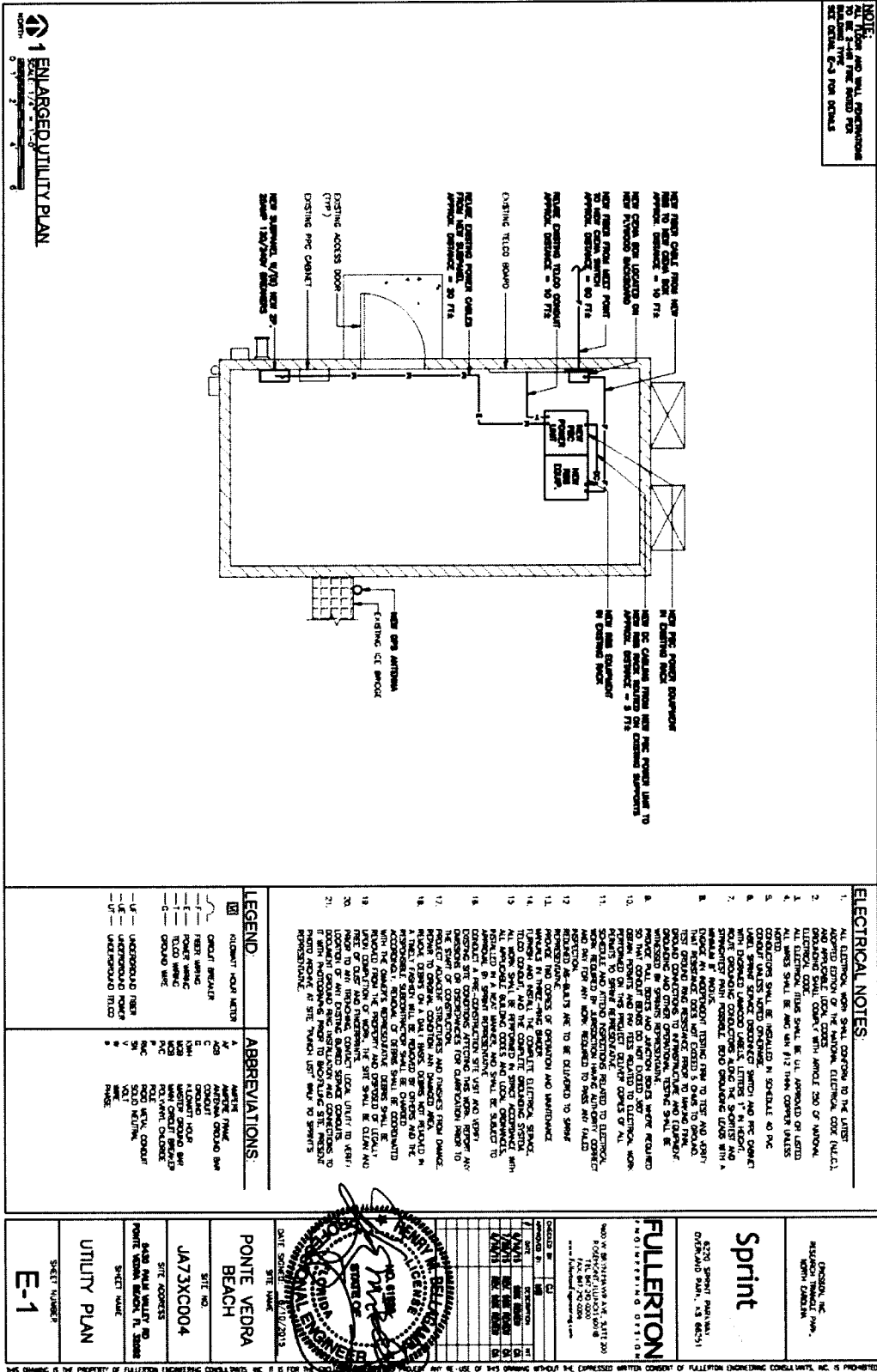
3 RRUS 31 @ 1900 MHz

Final Equipment Configuration:

3 RFS APXVERR18-C Antennas
3 H+S TSZ 999 066/xxxM 39mm lines
3 Ericsson 800 ESMR Filters
9 Ericsson ACU-A20-N RETS
3 Ericsson RRUS 11 @ 800 MHz
3 Ericsson RRUS 31 @ 1900 MHz



		DESIGN, INC. REGISTERED PROFESSIONAL ENGINEER NORTH CAROLINA	
6270 SPRINT PLAZA OVERLAND PARK, KS 66251		NO. 20 2013-2014 AND 2015 PROFESSIONAL SEAL STATE OF FLORIDA ENGINEERING NO. 11473 DATE 10/17/2013	
FULERTON ENGINEERING DESIGN		DATE SIGNED: 10/17/2013 SITE NAME:	
SITE NO.: JA73XC004		PONTA VEDRA BEACH	
SITE ADDRESS: 3441 PALM VALLEY RD. PONTA VEDRA BEACH, FL 32083		SHEET NAME: ENLARGED SITE PLAN	
SHEET NUMBER: C-1A		SHEET NO.: C-1A	



NOTE:
ALL WORK AND SHALL BE PERFORMED TO THE BEST OF THE BEST PRACTICES FOR THE DETAILS FOR DETAILS

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
11. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
12. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
13. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
14. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
15. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
16. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
17. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
18. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
19. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
20. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.
21. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER APPLICABLE CODES.

LEGEND:

- CONDUIT ROUTE
- POWER WIRING
- FIELD WIRING
- GROUND WIRE
- UNDERGROUND POWER
- UNDERGROUND MISC

ABBREVIATIONS:

- CONDUIT ROUTE
- POWER WIRING
- FIELD WIRING
- GROUND WIRE
- UNDERGROUND POWER
- UNDERGROUND MISC

OWNER: DUNBAR, INC.
4000 W. STATE ROAD 100
DADE COUNTY, FL 33124

DESIGNER: FULLERTON
4520 SPANISH PALMWAY
DADE COUNTY, FL 33124

DATE: 10/10/2013

PROJECT: PONTA VEDRA BEACH

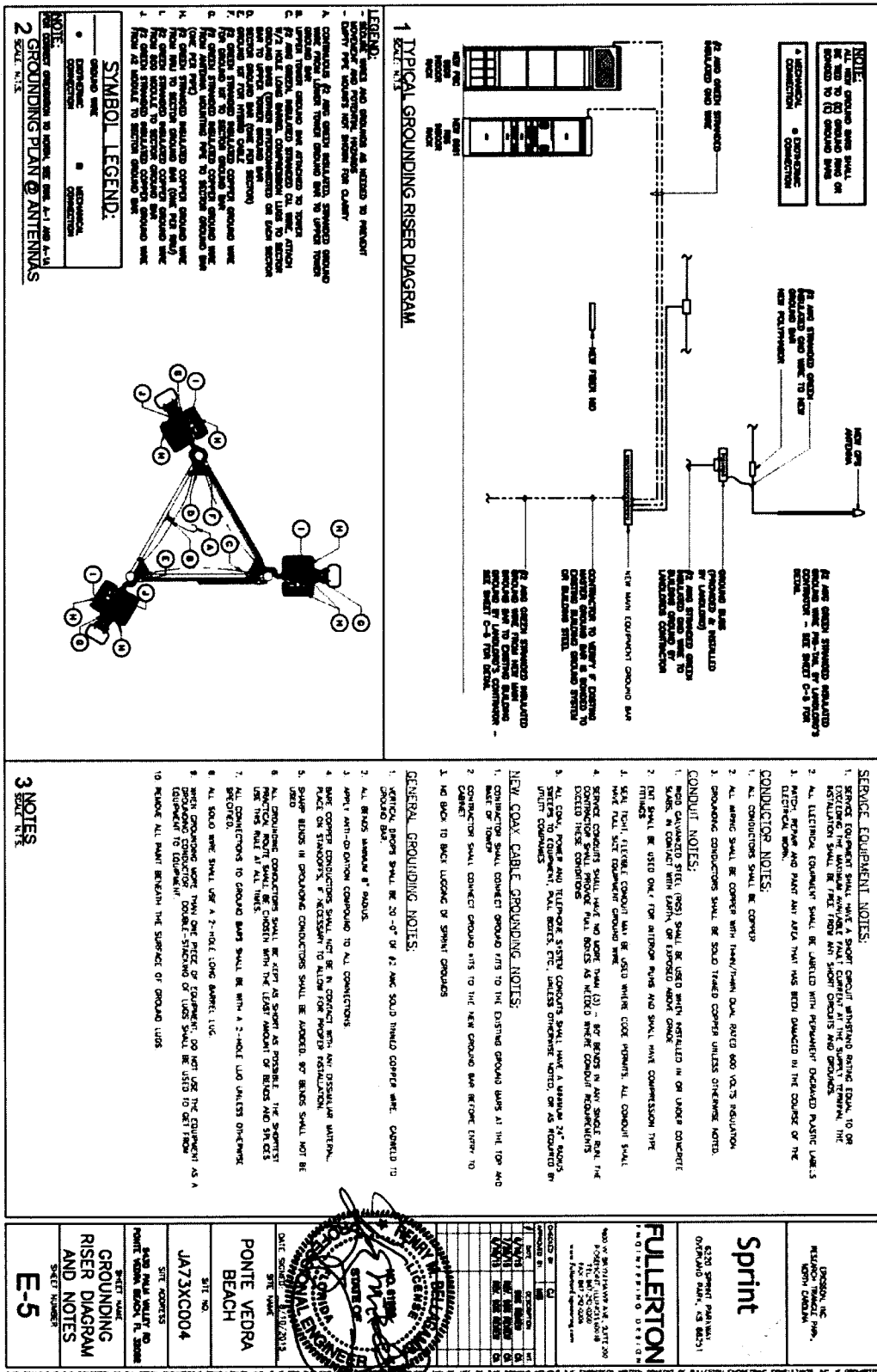
SHEET NO.: JA73XC004

SITE ADDRESS: 4440 N. PALM WALKER RD.
PONTA VEDRA BEACH, FL 32084

SHEET NAME: UTILITY PLAN

SHEET NUMBER: E-1

NO. 12512
FULLERTON
STATE OF FLORIDA
PROFESSIONAL ENGINEER
EXPIRES 12/31/2015



1 GROUND LUG DETAIL
SCALE: N.P.S.

NOTES:
1. ALL WIRING IS TO BE STRAPPED TO A STAINLESS STEEL REINFORCING BOLT THROUGH THE LUG AND INTO THE CONCRETE. THE BOLT SHALL BE PROTECTED FROM CORROSION AND CHIPPING OF CONCRETE BY THE APPLICATION OF A 1/2\"/>

2 GROUND WIRE INSTALLATION
SCALE: N.P.S.

NOTE:
1. THE HOLE LUG, OR EXISTING WELD TO BE USED WITH A PLUG SHALL BE USED TO SECURE THE WIRE TO THE CONCRETE. THE WIRE SHALL BE ELECTRICALLY BONDING TO THE LUG.

**3 1/2\"/>

MANUFACTURER: WOODRIDGE**

4 RRU POWER CONNECTION
SCALE: N.P.S.

NOTE:
1. THE RRU SHALL BE CONNECTED TO THE POWER SUPPLY THROUGH THE POWER CONNECTOR. THE CONNECTOR SHALL BE USED TO CONNECT THE POWER SUPPLY TO ALL CONNECTIONS.

WIRE SIZE	WIRE TYPE	WIRE SIZE	WIRE TYPE
#6 AWG	STRANDED	1/2\"/>	
#8 AWG	SOLID TYPED	3/8\"/>	
#10 AWG	STRANDED	3/8\"/>	
#12 AWG	STRANDED	1/2\"/>	

NOTES:
1. ALL WIRING IS TO BE STRAPPED TO A STAINLESS STEEL REINFORCING BOLT THROUGH THE LUG AND INTO THE CONCRETE. THE BOLT SHALL BE PROTECTED FROM CORROSION AND CHIPPING OF CONCRETE BY THE APPLICATION OF A 1/2\"/>

5 RRU GROUNDING DETAIL
SCALE: N.P.S.

NOTE:
1. THE RRU SHALL BE GROUNDING TO THE GROUND PLANE THROUGH THE LUG CONNECTION. THE LUG SHALL BE USED TO CONNECT THE RRU TO ALL CONNECTIONS.

6 MECHANICAL LUG CONNECTION
SCALE: N.P.S.

NOTE:
1. THE LUG SHALL BE USED TO CONNECT THE WIRE TO THE CONCRETE. THE LUG SHALL BE USED TO CONNECT THE WIRE TO ALL CONNECTIONS.

7 EXOTHERMIC WELD
SCALE: N.P.S.

NOTE:
1. THE EXOTHERMIC WELD SHALL BE USED TO JOIN THE WIRES TOGETHER. THE WELD SHALL BE USED TO JOIN THE WIRES TO ALL CONNECTIONS.

PRINTED BY: FULLERTON ENGINEERING CONSULTANTS, INC.

DATE: 10/21/13

PROJECT: PONTE VEDRA BEACH

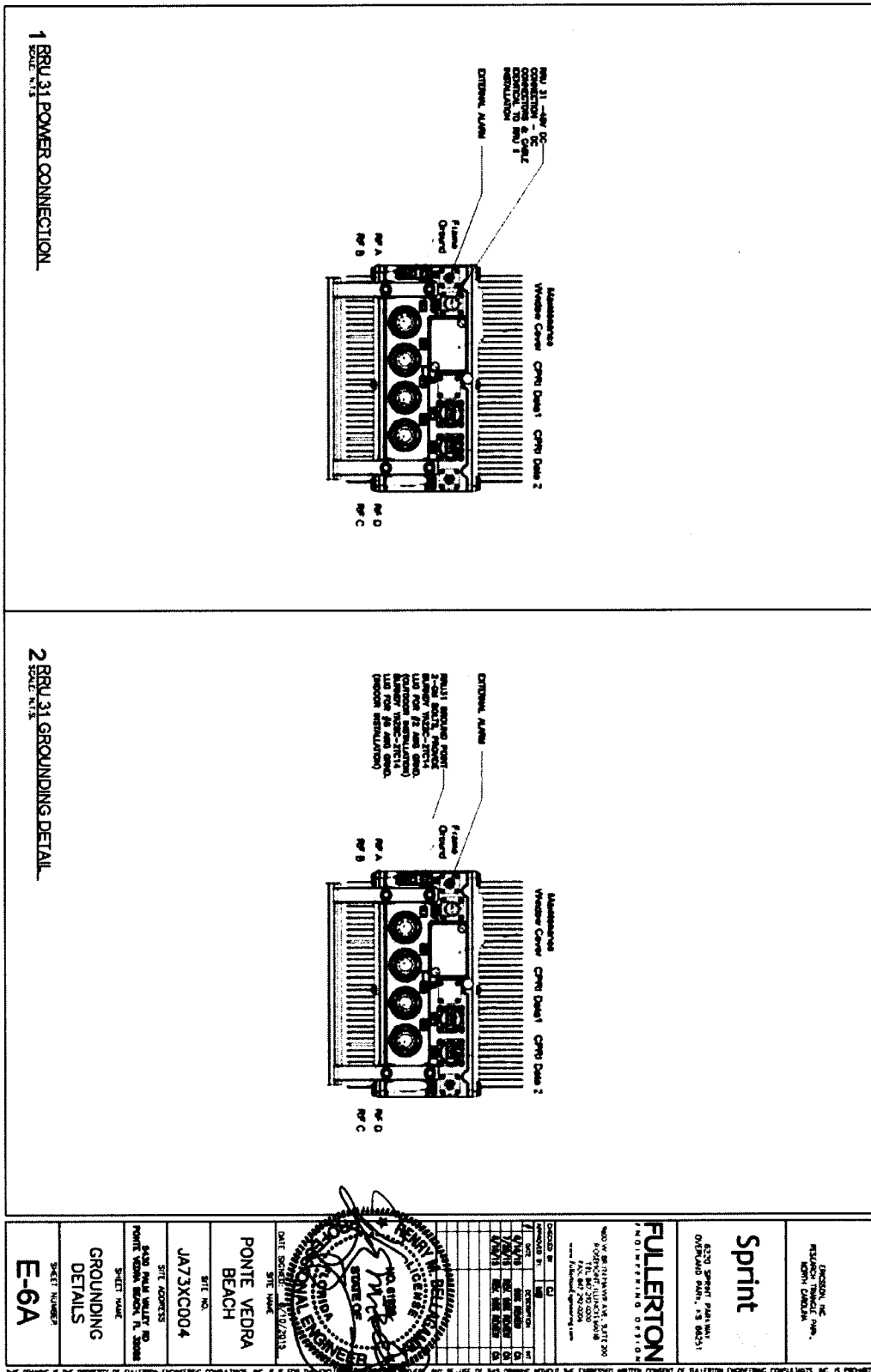
SHEET NO: JA73XC004

SHEET TOTAL: 6

Fullerton Engineering Consultants, Inc.

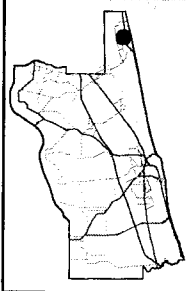
10000 W. BAYVIEW BLVD., SUITE 100
MIRAGE, FL 32909


TEL: 888-363-6600
WWW.FULLERTONENGINEERING.COM





Ponte Vedra Annex Tower
5432 Palm Valley Road




 2013 Aerial Imagery
 0 200 400
 Feet
 September 8, 2015

**Amendment to
 Tower Agreement**
*Nextel South Corp.
 Equipment Change*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0794
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 herein.

