

RESOLUTION NO. 2018- 11

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A SECOND AMENDMENT TO A NON-EXCLUSIVE COMMUNICATIONS TOWER LEASE AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") owns a communication tower facility located at 9685 Light Avenue ("Tower") which is an integral part of an interoperable communication system for use by local, state and federal public safety agencies; and

WHEREAS, St. Johns County and Verizon Wireless Personal Communications LP ("Verizon") entered into a Non-Exclusive Communication Tower Lease Agreement ("Lease Agreement") dated March 20, 2017, approved in Resolution No. 2016-288, subsequently amended by the First Amendment to Non-Exclusive Communication Tower Lease Agreement dated December 11, 2017, approved in Resolution No. 2017-395, (collectively, the "Agreement"), with respect to the land and tower at 9685 Light Avenue; and

WHEREAS, the Non-Exclusive Communication Tower Lease Agreement dated March 20, 2017 states the parties shall execute an amendment to the Agreement that clearly states the exact date of the Commencement Date; and

WHEREAS, entering into the proposed Second Amendment to Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, serves the best interests of the citizens of the County.

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 material terms and conditions of the Second Amendment to Lease Agreement, and authorizes the County Administrator, or designee, to execute the Amendment in substantially the form attached hereto, and any future amendments to the Lease Agreement that do not substantially change the material terms and conditions of the Lease Agreement.

Section 3. To the extent that there are typographical and/or administrative 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 of the Court of St. Johns County is instructed to file the original Second Amendment to Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of January, 2018.

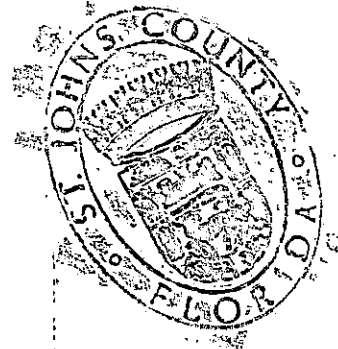
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

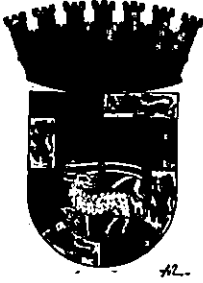
By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 1/18/18





**SECOND AMENDMENT TO
ST. JOHNS COUNTY NON-EXCLUSIVE
COMMUNICATIONS TOWER LEASE AGREEMENT**
(Lessee Site Name/No.: RCC Flagler Estates/102644)

THIS SECOND AMENDMENT TO COMMUNICATIONS TOWER LEASE AGREEMENT ("Amendment"), dated _____, 2017, 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 32084 ("Lessor"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Communication Tower Lease Agreement, dated March 20, 2017, as amended ("Agreement"), with respect to the land and tower located at 9685 Light Avenue, Hastings, Florida 32145 in St. Johns County, Florida ("Premises"); and

WHEREAS, the Agreement defines the "Commencement Date" as the earlier to occur of the first (1st) day of the month following: (i) the date that Lessee is granted a building permit; or (ii) twelve (12) months following the Effective Date.

NOW THEREFORE, in consideration of the mutual representations herein contained, Lessor and Lessee agree as follows:

SECTION 1. The "Effective Date" of the Agreement is the date of full execution, or March 20, 2017.

SECTION 2. Lessee was issued Building Permit No. 11708246 on August 1, 2017, and therefore, the "Commencement Date" of the Agreement is September 1, 2017.

SECTION 3. The initial lease term is five (5) years ("Initial Term") commencing on the Commencement Date of the Agreement, or September 1, 2017, with four (4) successive five (5) year options to renew.

SECTION 4. 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 of the Agreement and this Amendment, the provisions of this Amendment will govern and control.

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

WITNESSES:

"LESSOR"

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

Name: _____

By: _____

Name: Michael D. Wanchick

Title: County Administrator

Date: _____

Name: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

"LESSEE"

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless



Name: Laura McLundie



Name: Doris P. Roosen

By: 

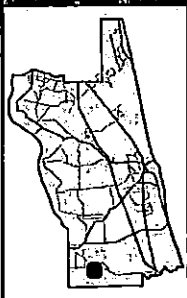
Name: Frank Wise

Title: Executive Director-Network Field Engineering

Date: 12/1/17



Flagler Estates Tower
9685 Light Avenue



2013 Aerial Imagery
0 150 300
Feet
December 13, 2017

Second Amendment to
Non-Exclusive Communications
Tower Lease Agreement

*Verizon Wireless Personal
Communication, LP*

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
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of the data shown herein.

