

RESOLUTION NO. 2007- 66

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE AMENDMENT NO. 4 TOWER AGREEMENT FROM NEXTEL SOUTH CORP. FOR THE PONTE VEDRA ANNEX TOWER SITE TO MODIFY THEIR EQUIPMENT.

RECITALS

WHEREAS, St. Johns County and Nextel South Corp. entered into a Lease Agreement dated October 21, 1998 and approved in Resolution No. 98-159 on the Ponte Vedra Annex site located off of Palm Valley Road; and

WHEREAS, Nextel South Corp. will be modifying their equipment on the tower to enhance their data service and have executed Amendment No. 4 to Tower Attachment Communications Site Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this will consist of adding additional antennas, and lines, to enhance the coverage in this area. There will be an additional \$500 a month paid for this improvement for a total of \$6,450.00 a month.

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 Amendment No. 4 to Tower Attachment Communications Site Agreement, attached hereto and authorizes the Chairman of the Board of County Commissioners to execute four originals of said Amendment No. 4 Tower Agreement. All other terms of the Lease Agreement shall remain in full force.

Section 3. The Clerk is instructed to record the Amendment No. 4 Tower Attachment Communications Site Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of March 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Sam Halter
Deputy Clerk

RENDITION DATE 3/8/07

**AMENDMENT NO. 4 TO TOWER ATTACHMENT
COMMUNICATIONS SITE AGREEMENT**

This Amendment No. 4 ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Tower Attachment Communications Site Agreement dated October 21, 1998, as amended by that First Amendment to Tower Attachment Communications Site Agreement dated March 18, 2002, and further amended by that Second Amendment to Tower Attachment Communications Site Agreement dated May 5, 2006, and further amended by that Third Amendment to Tower Attachment Communications Site Agreement dated November 27, 2006 (collectively, hereinafter referred to as the "Agreement"), between 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 ("Owner").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Site by adding three (3) additional antennas and three (3) 1 5/8" coaxial cables, as more particularly described in the Amended Exhibit C-2 annexed hereto.

AGREEMENT

In consideration of the mutual promises between the parties and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, Owner and Lessee agree as follows:

1. **Modification to the Facilities:** Amended Exhibit C-1 of the Agreement is deleted in its entirety and replaced with amended Exhibit C-2, a copy of which is attached and made a part hereof. Upon full execution of this Amendment and pursuant to Section 1 of the Agreement, Lessee is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit C-2.

2. **Modification to Rent:** In consideration for the modifications contemplated by this Amendment, effective upon the first day of the month following commencement of construction or installation of the new, relocated or modified Facilities, the monthly Rent will be increased by \$500.00 to a total monthly rent of \$6450.00.

3. **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 represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

Owner Initials: _____

Tenant Initials:

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

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

Lessee:
Nextel South Corp., a Georgia corporation

By: _____

By: DM

Name: _____

Name: David Wong

Title: _____

Title: Area Manager, Site Development

Date: _____

Date: 2/12/07

WITNESSES:

Witness 1 to Owner: _____

Witness 1 to Lessee: Connie Chapman

Printed Name: _____

Printed Name: Connie Chapman

Witness 2 to Owner: _____

Witness 2 to Lessee: Rachel Randall

Printed Name: _____

Printed Name: Rachel Randall

Owner Initials: _____

Tenant Initials: D

AMENDED EXHIBIT C-2

Lessee's Personal Property and Equipment

Schedule of Equipment

1. Fifteen (15) Decibel Products Antennas that will be fed by Eighteen (18) 1 5/8" coaxial cables, and mounted to the Tower between levels 190' and 220', with a centerline of 206';
2. Three (3) Celwave Tower Top Amplifiers fed by one (1) 1/2 " coaxial cable;
3. One (1) Andrew ten foot by twenty foot (10' x 20') prefabricated equipment shelter; and
4. Miscellaneous conduit from shelter to commercial telephone and power connection points.
5. Generator

Owner Initials: _____
Tenant Initials: _____