

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Acting Town Administrator / 797-1030
Prepared By: Phillip R. Holste, CFM, Program Manager / 797-1041

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE SUPPLEMENT BETWEEN AMERICAN TOWER AND VERIZON WIRELESS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 3800 SW 92 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On November 19, 1997, the Town signed an agreement (R97-407) with Omnipoint Communication DEF Operation, Incorporated to lease space for a monopole cellular tower at Pine Island Park, 3800 SW 92 Avenue. Subsequently, Omnipoint was purchased by American Tower Delaware Corporation. This initial agreement allowed two additional co-locations on the monopole and stated that the Town would receive 50% of co-location revenue.

On May 16, 2001, a first amendment to the initial agreement was approved (R2001-126). This amendment modified the initial agreement by leasing an additional 240 square feet to American Tower. Additionally, the amendment gave consent to the co-location of AT&T on the monopole. On May 16, 2001, a second amendment to the initial agreement was approved (R2001-127). This amendment gave consent to the co-location of MetroPCS on the monopole. On June 7, 2006, a third amendment to the initial agreement was approved (R2006-154). This amendment modified the initial agreement by leasing an additional 550 square feet to American Tower. Additionally, the amendment gave consent to adding a fourth carrier to the tower.

The third amendment states that the Town Council has final approval of any co-location agreement between American Tower and any future carriers. This resolution grants permission to Verizon Wireless to co-locate on the existing monopole as the fourth carrier.

PREVIOUS ACTIONS: R97-407 (Original Lease Agreement), R2001-126 (First Amendment), R2001-127 (Second Amendment), R2006-154 (Third Amendment)

CONCURRENCES: Not Applicable

FISCAL IMPACT: The Town will receive \$14,400 annually with a yearly increase of 3%.

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):
Resolution; Lease Supplement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE SUPPLEMENT BETWEEN AMERICAN TOWER AND VERIZON WIRELESS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 3800 SW 92 AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LESSOR and OMNIPOINT entered into that certain Lease Agreement (“Agreement”) dated November 19, 1997, which by this reference is incorporated herein and made a part hereof, whereby LESSOR leased to OMNIPOINT that certain real property in Broward County, Florida, located at Parcel “A”, of the Pine Island Park, according to the Plat thereof, as recorded in Plat Book 139, page 28, of the Public Records of Broward County, Florida, more specifically described in and substantially shown as outlined on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the First Amendment to the Lease Agreement dated May 16, 2001 to allow for additional leased area and to approve a sublease between American Tower and AT&T ; and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the Second Amendment to the Lease Agreement dated May 16, 2001 to approve a sublease between American Tower and MetroPCS; and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the Third Amendment to the Lease Agreement dated June 7, 2006 to allow for additional leased area and a fourth carrier on the tower; and

WHEREAS, TENANT has agreed to a lease supplement with Verizon Wireless for co-location on the monopole; and

WHEREAS, TENANT and Verizon Wireless have requested the Town’s approval of the supplement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. The Town Council of the Town of Davie hereby approves the aforementioned lease supplement between American Tower and Verizon Wireless.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2006

LESSOR SITE NAME/SITE NUMBER: Bamford Sports Complex, FL / 91542
LESSEE SITE NAME/SITE NUMBER: ATC Bamford Sports Complex / 61302

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), made this 21st day of July, 2006, between **UniSite/Omnipoint FL Tower Venture, LLC, a Delaware limited liability company**, with its principal offices located at 10 Presidential Way, Woburn, MA 01801, with a federal identification number of 59-3606984, hereinafter designated LESSOR, and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership** with its principal offices at, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. This Supplement is a Supplement to that certain Master Lease Agreement between American Tower, L.P. and Cellco Partnership, dated June 11, 1999, as amended by that certain Amendment to Master Lease Agreement dated April 4, 2002, as amended by that certain Second Amendment to Master Lease Agreement dated July 13, 2004 (collectively, the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. The Property leased by the LESSOR to the LESSEE hereunder is described as follows:

A 25'x20' parcel of property for the placement of LESSEE's equipment building on the ground, a three (3') feet wide non-exclusive easement for an ice bridge running from the equipment building to the tower, and a three (3') feet wide non-exclusive easement around the perimeter of the equipment building for a ground ring, and antennas on LESSOR's Tower, together with a non-exclusive easement for ingress, egress and utilities to the nearest public right of way, located on that parcel of land located in Broward County, State of Florida and being further described in a Memorandum of Lease recorded with the Land Records of Broward County in Book 28285, Page 907, and as further identified on Exhibit 1 attached hereto.

3. In the event an Exhibit 1 is attached hereto describing the Property, the LESSEE shall have the right to survey the Property and said survey shall then become Exhibit 2 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 1. The cost for such work shall be borne by the LESSEE.

4. The initial term of this Supplement shall be for ten (10) years and shall be subject to extension as set forth in Paragraph 5 of the Agreement.

5. The rental for the initial term pursuant to this Supplement shall be due at an annual rental of Twenty-Eight Thousand Eight Hundred and No/100 Dollars (\$28,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month in which this Supplement is executed by all parties or the first (1st) day

LESSOR SITE NAME/SITE NUMBER: Bamford Sports Complex, FL / 91542
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of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last, but in no event later than July 1, 2006.

6. The annual rental shall increase on each anniversary of the commencement of the term by an amount equal to 3% of the previous year's rent.

7. Lessee Equipment Information:

The equipment of the Lessee is specified on Exhibit 3 attached hereto.

8. Other Provisions:

- a. Lessor and Lessee agree and acknowledge that they are in the process of negotiating an agreement which will supersede the Second Amendment to the Master Lease Agreement between the parties with respect to the pricing for the addition of frequencies, the pricing for certain equipment, the length of the agreements, and certain other terms and conditions. In the event that such negotiations do not result in fully executed agreements within six (6) months from the Commencement Date of this Supplement, the terms of this Supplement shall become null and void and the parties agree to renegotiate the terms set forth in this Supplement in good faith.
- b. All Supplements for tower sites located in the state of Florida shall include the following provision in this section: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- c. If within thirty (30) days after full execution of this Supplement Lessor does not obtain and deliver to Lessee documentation evidencing the Town of Davie's approval of this Supplement as required under Paragraph 2 of that certain Third Amendment to Lease by and between Lessor and the Town of Davie dated June 7, 2006, then Lessee shall have the right to terminate this Supplement.

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LESSEE SITE NAME/SITE NUMBER: ATC Bamford Sports Complex / 61302

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: UniSite/Omnipoint FL Tower Venture, LLC

By: UniSite, LLC, its manager

Witness:

By: [Signature]
Name: Bobby Lee

Witness:

By: [Signature]
Name: Wendy Bruce

By: [Signature]
Name: Richard Rossi
Title: Director, Contract Management
Date: 7-20-06

LESSEE: Verizon Wireless Personal Communications
LP d/b/a
Verizon Wireless

Witness:

By: [Signature]
Name: Steven E. Lopez

Witness:

By: [Signature]
Name: Susan E. Lopez

By: [Signature]
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

Date: 7/5/2006

LESSOR SITE NAME/SITE NUMBER: Bamford Sports Complex, FL / 91542
LESSEE SITE NAME/SITE NUMBER: ATC Bamford Sports Complex / 61302

Exhibit 1
Property Description

(See Attached)

DESCRIPTION OF LESSOR'S PROPERTY

A 30 FOOT BY 40 FOOT PARCEL OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PARENT PARCEL: PARCEL "A", PINE ISLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID 30 FOOT BY 40 FOOT PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" S.02°03'30"E. (PLAT BEARING) 83.44 FEET; THENCE N.87°56'30"E., 222.62 FEET TO THE POINT OF BEGINNING; THENCE N.28°18'33"W., 40.00 FEET; THENCE N.61°41'27"E., 30.00 FEET; THENCE S.28°18'33"E., 40.00 FEET TO A POINT ON A 343.70 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S.25°48'31"E.; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'10", AN ARC DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF PARCEL "A", PINE ISLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; PROCEED N.88°32'28"E. ALONG THE NORTH LINE OF SAID PARCEL "A", 256.80 FEET; THENCE S.01°27'32"E., 36.22 FEET TO THE POINT OF BEGINNING; THENCE S.28°18'33"E., 27.00 FEET; THENCE S.67°24'05"W., 20.10 FEET; THENCE N.28°18'33"W., 25.00 FEET; THENCE N.61°41'27"E., 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 520.0 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

DESCRIPTION OF ~~LESSOR~~ LEASE PARCEL

A PORTION OF PARCEL "A", PINE ISLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; PROCEED N.88°32'28"E. ALONG THE NORTH LINE OF SAID PARCEL "A", 256.80 FEET; THENCE S.01°27'32"E., 36.22 FEET TO THE POINT OF BEGINNING; THENCE S.28°18'33"E., 27.00 FEET; THENCE S.67°24'05"W., 20.10 FEET; THENCE N.28°18'33"W., 25.00 FEET; THENCE N.61°41'27"E., 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 520.0 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

DESCRIPTION OF ACCESS EASEMENT

A PORTION OF PARCEL 'A', 'PINE ISLAND PARK' ACCORDING TO PLAT BOOK 133, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IS HEREBY DESCRIBED AS FOLLOWS:

THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133, PAGE 23 PORTION BEING MORE PARTICULARLY DESCRIBED AS

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE ALONG THE WEST LINE OF SAID PARCEL 'A' SOUTH 02°03'30" EAST BEARING 387.17 FEET; THENCE NORTH 87°56'30" EAST 38.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°23'31" WEST 33.42 FEET TO A POINT OF CURVATURE OF A 338.58 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'13" AN ARC DISTANCE OF 72.71 FEET TO A POINT OF REVERSE CURVATURE OF A 34.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°07'34" AN ARC DISTANCE OF 37.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 12°23'13" WEST 24.88 FEET TO A POINT OF CURVATURE OF A 158.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'03" AN ARC DISTANCE OF 28.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°03'30" WEST 83.34 FEET TO A POINT OF CURVATURE OF A 56.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'00" AN ARC DISTANCE OF 87.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°56'30" EAST 18.07 FEET; THENCE SOUTH 61°42'27" WEST 12.38 FEET; THENCE SOUTH 28°18'33" EAST 7.28 FEET; THENCE SOUTH 87°56'30" WEST 14.21 FEET TO A POINT OF CURVATURE OF A 44.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00" AN ARC DISTANCE OF 68.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°03'30" EAST 93.34 FEET TO A POINT OF CURVATURE OF A 144.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'03" AN ARC DISTANCE OF 28.06 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12°23'13" EAST 24.88 FEET TO A POINT OF CURVATURE OF A 108.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°07'34" AN ARC DISTANCE OF 42.79 FEET TO A POINT OF REVERSE CURVATURE OF A 328.53 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'13" AN ARC DISTANCE OF 70.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°23'31" EAST 33.33 FEET; THENCE SOUTH 87°56'30" WEST 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DADE, BROWARD COUNTY, FLORIDA.

S.W. 92ND AVENUE

LESSOR SITE NAME/SITE NUMBER: Bamford Sports Complex, FL / 91542
LESSEE SITE NAME/SITE NUMBER: ATC Bamford Sports Complex / 61302

Exhibit 2
Property Survey

(To be attached, if at all, at a later date)

LESSOR SITE NAME/SITE NUMBER: Bamford Sports Complex, FL / 91542
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**Exhibit 3
Equipment List**

(See Attached)

