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City of Stuart

2

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 43-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND AMERICAN TOWER SYSTEMS, L.P. TO PROVIDE FOR THE CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT THE "OLD CITY LANDFILL"; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an agreement between the City and American Tower Systems, L.P. to provide for the construction of a telecommunications tower at the "Old City Landfill." A copy of the agreement is attached hereto as "Attachment A."

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 9th day of March, 1998.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK

KARL J. KRUEGER, JR.
VICE MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION No. 33-2013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE AMENDED GROUND LEASE WITH AMERICAN TOWER, LP, (LESSEE) OF CITY PROPERTY LOCATED AT THE OLD CITY LANDFILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

Section 1: The Mayor and City Clerk are hereby authorized to execute an amendment to the Ground Lease American Tower, LP, a Delaware limited partnership, f/k/a American Tower Systems, Inc, as Lessee, dated March 13, 1998 for the .918 acre parcel at the Old City Landfill Parcel, and amended on April 28, 2008, to read in their entirety as found in the attached Amendment 2 which is incorporated herein.

Section 2: This resolution shall take effect upon adoption.

R33-2013
2nd Extension to American Tower Lease

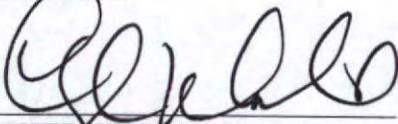
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Glass Leighton and upon being put to a roll call vote, the vote was as follows:

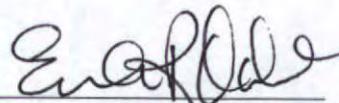
EULA R. CLARKE, MAYOR
TROY A. McDONALD, VICE MAYOR
JAMES A CHRISTIE, JR., COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER

YES	NO	ABSEN T
✓		
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✓		
✓		

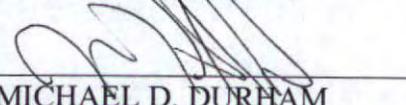
Adopted this 25th day of March, 2013.

ATTEST:


CHERYL WHITE
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL D. DURHAM
CITY ATTORNEY



THE SECOND AMENDMENT TO AGREEMENT TO LEASE REAL ESTATE

This Second Amendment to Agreement to Lease Real Estate (the "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Stuart, a Florida Municipal Corporation**, ("**Landlord**") and **American Tower L.P., a Delaware limited partnership**, f/k/a American Tower Systems, LP ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** hereto (the "**Leased Parcel**"); and

WHEREAS, Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain Agreement To Lease Real Estate dated March 13, 1998 (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

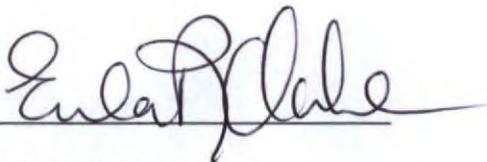
- One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00), payable within Thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 31, 2012; (b) Tenant's confirmation that Landlord is the sole owner of the Parent Parcel and has the sole authority to execute this Amendment; (c) Tenant's receipt of any other documents required by Tenant to confirm ownership and/or sole authority of Landlord to execute this Amendment and to facilitate the paying of the one-time payment; and (d) receipt by Tenant of an executed Memorandum of Lease (a copy of which is attached hereto) by Landlord and any applicable forms needed to record the Memorandum of Lease (such forms to be supplied by Tenant).
- Lease Term Extended.** Notwithstanding anything to the contrary, the Parties agree the Lease originally commenced on March 18, 1998. Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and collectively the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and collectively the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary in the Lease, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease within ninety (90) days prior to the expiration of the then current term. Landlord's right to not renew the Lease pursuant to paragraph 1(b) of the Lease is hereby deleted, however this shall not affect Landlord's rights and remedies available to Landlord in the Lease or by law in the event of an uncured default by Tenant. References in this Amendment to "**Renewal Term**" shall refer collectively to the Existing Renewal Term(s) and the New Renewal Term(s).
- Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Stuart**.
- Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions remain in full force and effect and are ratified and affirmed. The parties agree that no defaults exist under the Lease. Tenant

agrees to obtain building permits and zoning modifications required for Tenant's use of the Leased Premises. This Amendment may be executed in multiple counterparts and an electronically reproduced fully executed copy of this Amendment shall be considered an original. Tenant shall have the right to replace the descriptions of the Leased Premises with descriptions obtained from an as-built survey conducted by Tenant.

5. **Landlord Statements.** Landlord hereby represents and acknowledges that: (i) Landlord (and/or the persons signing this Amendment on behalf of Landlord) has the authority to enter into this Amendment; (ii) Landlord is the sole owner of the Parent Parcel; (iii) there are no other agreements, liens or encumbrances on the Parent Parcel that may conflict with or prohibit Landlord from entering into this Amendment.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 121 S W Flager Ave, Stuart, FL, 34994, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116.

LANDLORD:
City of Stuart,
a Florida Municipal Corporation

TENANT:
American Tower, LP,
a Delaware limited partnership, f/k/a American Tower
Systems, LP

Signature: 

Signature: 

Print Name: Eula R. Clarke

Print Name: Margaret Robinson

Title: Mayor, City of Stuart, Florida

Title: Senior Counsel

Date: 3/28/2013

Date: 3/25/2012

**APPROVED
AS TO FORM
& CORRECTNESS**



MICHAEL D. DURHAM
CITY ATTORNEY

EXHIBIT A

PARENT PARCEL and LEASED PREMISES

The LEASED PREMISES consists of Parcel being described below. The Leased Premises also consists of access and utilities easements.

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site No: 2001
ATC Site Name: Stuart FL 1
Assessor's Parcel No(s): _____

Prior Recorded Lease Reference:

Book 2334, Page 2874
Document No: 2090512
State of Florida
County of Martin

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof by and between **City of Stuart, a Florida Municipal Corporation, ("Landlord")** and **American Tower L.P., a Delaware limited partnership, f/k/a American Tower Systems, LP ("Tenant")**.

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property (the "**Parent Parcel**"). Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain lease dated March 13, 1998 (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities (collectively, the "**Leased Premises**" and described on Exhibit A hereto).
2. **Expiration Date.** Paragraph 4 of Memorandum of Agreement that was recorded on June 17, 2008 on Book 02334 Page 2874 with the Clerk of Martin County, Florida is hereby modified to correct a drafting error in that paragraph and is replaced by the following "Subject to the terms of the Lease and assuming the exercise by Tenant of all renewal options in the Lease, the final expiration date of the Lease would be August 18, 2063. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises.** The Leased Premises is set forth in Exhibit A, depicting and/or describing the Leased Premises and all applicable easements.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease will control. Landlord hereby grants the right to

Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 121 S W Flager Ave, Stuart, FL, 34994, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first written above.

LANDLORD

WITNESSES:

**City of Stuart,
a Florida Municipal Corporation**

Signature: *Eula R. Clarke*
Print Name: Eula R. Clarke
Title: Mayor, City of Stuart, Florida

Signature: *Krina Dodey*
Print Name: Krina Dodey

Signature: *Alice Lyons*
Print Name: Alice Lyons

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of FLORIDA
County of Martin

On this 28 day of March, 2013, before me, the undersigned Notary Public, personally appeared Eula R. Clarke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alice L. Lyons
Notary Public
Print Name: _____
My commission expires: _____



[SEAL]

**APPROVED
AS TO FORM
& CORRECTNESS**

[Signature]
**MICHAEL D. DURHAM
CITY ATTORNEY**

TENANT

American Tower L.P., a Delaware limited partnership,
f/k/a American Tower Systems, LP

Signature: [Signature]
Print Name: Margaret Robinson
Title: Senior Counsel

WITNESSES:

Signature: [Signature]
Print Name: Renee Byrd
Signature: [Signature]
Print Name: Wann Cannon

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 25th day of March, 2013, before me, the undersigned Notary Public, personally appeared Richard Fassi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: _____
My commission expires: 4/22/2016

[SEAL]

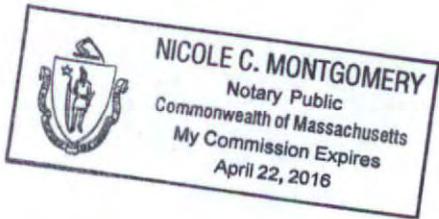


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Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE 772-288-5306
FAX (772) 288-5305
Email cwhite@ci.stuart.fl.us

April 11, 2013

Clerk of the Circuit Court
Att: Recording: Tammy Copus
P.O. Box 9016
Stuart, Fl. 34995

RE: PLEASE RECORD memorandum of Lease American Tower LP and City of Stuart

Please record the above named document into the public records of Martin County Clerk of the Circuit Court, and return the original back to my attention.

Should you have any questions regarding this appointment please feel free to contact me at 772-288-5306.

Thank you,

Cherie White, MMC

Cherie White, MMC
City Clerk
Enc.

FILE COPY

AGREEMENT TO LEASE REAL ESTATE

THIS AGREEMENT TO LEASE REAL ESTATE (hereinafter the "Agreement") made and entered into this 13th day of March, 1998 between CITY OF STUART, a Florida corporation (hereinafter the "Lessor") and AMERICAN TOWER SYSTEMS, L.P., a Delaware limited partnership (hereinafter the "Lessee"), collectively, the "Parties."

WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of certain real property located in the City of Stuart, County of Martin, State of Florida more fully described in the description attached hereto as "Exhibit A" and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, Lessee desires to lease the Property from Lessor and Lessor desires to lease the Property to Lessee on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions set forth herein and with the intention of being legally bound hereby, Lessor and Lessee agree as follows:

1. LEASE: Lessor hereby leases to Lessee the Property. In addition, an access to the Property from Monterey Road shall be granted by Lessor to Lessee by way of a mutually agreed route. The access shall be available for vehicular travel including a truck 24 hours every day, seven days per week. The route shall be sufficient to permit the construction and maintenance of the Tower and its appurtenant facilities on the Property. The appurtenant facilities include transmission and utility wires and cables, conduits and pipes on the Property and along the route. In the event a new survey of the Property or of the access route is required by the Lessor for the purposes of this Agreement, the cost of such survey shall be at the sole expense of Lessee.

(a) Commencement and Term of Lease: The term of this Agreement shall commence on the date upon which all zoning and permits necessary for Lessee to erect a 200 foot tower (hereinafter the "Tower") have been secured at Lessee's sole expense. The required permits include the building permit and any other approvals necessary from the Lessor according to the land development regulations of Lessor. This date is hereinafter the "Commencement Date"), and shall expire on the twentieth (20th) anniversary of the Commencement Date. No building permit or other approval shall be issued unless and until the plans for the construction have been approved by the Lessor and a site plan for the Property has been approved. The site plan is approved and is attached hereto as "Exhibit B." If Lessee is unable to secure all required zoning and permits for the Tower within 180 days of the date upon which this Agreement is

executed, either party may terminate this Agreement at its option with no further liability to the other party.

(b) Renewal: The term of this Agreement shall automatically renew for two (2) successive five (5) year periods at the same lease rate described in Paragraph 1(c) below unless written notice from either Party to the other is provided not less than ninety (90) days prior to the ensuing termination date.

(c) Lease Payment: Commencing upon the Commencement Date, Lessee shall pay as rent to Lessor sixteen percent (16%) of all revenues received by Lessee as a result of the use of the Tower generated from lease and license agreements between the Lessee and others. Any compensation to the Lessee from the Tower users in a form other than cash shall be valued at fair market value for purposes of determining the appropriate payment to the Lessor. All such payments shall be payable quarterly. Lessee shall notify Lessor of all contractual arrangements entered into for the use of the Tower. Payment of rent shall be made within thirty (30) days following the end the calendar quarter for which payment is due. Rent payments due and not paid within the thirty (30) days shall accrue interest at the annual rate of eighteen percent (18%) until paid.

(d) Reopener: Prior to the fifteenth (15th) anniversary of the Commencement Date and within 90 days thereof, the Lessor may give notice to the Lessee of the intent of the Lessor to renegotiate the amount of the Lease Payment. Both Parties agree to negotiate in good faith.

2. LESSEE'S DEFAULT: If Lessee fails to perform any act required by this Agreement when required, Lessee shall be deemed in default of this Agreement.

(a) Non-monetary obligations: If Lessee shall fail to perform any non-monetary obligation hereunder and such failure continues for thirty (30) business days after written notice thereof given by the Lessor, Lessor may, in addition to its other available remedies, seek to evict said Lessee, and may further undertake appropriate proceedings to collect all damages recognized by law as a result of such default; provided, however, Lessee shall not be in default if Lessee shall commence to cure such breach within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion.

(b) Monetary obligations: If Lessee shall fail to perform any monetary obligation hereunder when payment is due and such failure continues for ten (10) business days thereafter, Lessor may, in addition to its other available remedies, declare Lessee in default and may thereupon seek to evict said Lessee, and may further undertake appropriate proceedings to collect all damages recognized by law as a result of such default

3. LESSOR'S DEFAULT: In the event of default by Lessor hereunder, Lessee may, at its option, elect to enforce the terms hereof in any court of competent jurisdiction or demand and be entitled to any and all appropriate damages in connection with such default.

4. TITLE: Lessor represents and warrants to Lessee that as of the signing of this Agreement, Lessor holds marketable title to the Property and will provide satisfactory evidence thereof on or before the Commencement Date.

5. POSSESSION: Subject to Paragraph 4 above, Lessor shall deliver and Lessee shall accept possession of the Property on the Commencement Date. Lessor represents that as of the Commencement Date, Lessor shall grant no interests in the Leased Premises to any other party which have not been approved by the Lessee. Lessor shall have the right to continue to occupy the Property as well as Lessee subject to Lessee's approval, and may carry on such activities as are consistent with law and which do not interfere with Lessee's right to use the Property for a transmission facility as described in this Agreement.

6. TAXES: Lessee shall be liable for any increase in real property taxes and other assessments which are levied against the Property as a result of Lessee's use thereof. If billed directly to Lessee, Lessee shall pay directly to the applicable taxing authority. If paid by Lessor, Lessee shall pay to Lessor upon thirty (30) days prior written notice from Lessor.

7. UTILITIES: Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Property throughout the term of this Lease, and all other costs and expenses in connection with the use, operation, and maintenance of the Property and all activities conducted on the Property. Lessor shall have no responsibility of any kind for any such costs and expenses.

8. BROKER/AGENT PARTICIPATION: Lessee and Lessor agree that no real estate brokerage or agent has participated in this transaction or otherwise has any claim for a commission resulting from the real estate lease agreed to hereby.

9. GENERAL PROVISIONS: The following general provisions shall apply to the leasehold granted by this Agreement:

(a) Purpose: Lessee shall have the exclusive right to use the Property for the purpose of constructing and operating a communications facility including the fabrication and erection of the Tower on the Property as well as the erection of satellite downlink antennas, transmitter and receiver buildings, other receive and transmit antennas on the Tower and other secondary communications facilities. During the term of this Agreement, no improvements shall be made to the Property except as approved by Lessor. Before construction, Lessor shall review all of Lessee's Plans and Specifications. No construction shall commence unless and until the Plans and Specifications have been approved and all necessary permits and approvals have been granted by Lessor. Thereafter, all modifications, including Lessee's Changes defined below, shall be subject to Lessor's prior approval. Lessee's operation of its facility shall at all times be consistent with law, ordinance and administration regulation. The Tower shall be located in the area of the Property set out in Exhibit B attached hereto.

Lessor also grants to Lessee rights to (i) install electric lines from a main feed of off-site power source to the equipment and telephone lines from a main or off-site telephone entry point to the equipment, and (ii) erect, construct or make Property improvements, alterations or additions ("Lessee's Changes") appropriate for Lessee's use. Lessee's Changes may include, if permitted by law, fencing and landscaping the Leased Premises. All of Lessee's improvements to the Property, including Lessee's Changes, shall become on the date of their installation or attachment, Lessor's personal property.

(b) Assignment and Sublease: Lessee may not assign its rights under this Agreement or sublet the Property or facilities on the Property without the express consent of the Lessor.

(c) Condition of Premises: Lessee agrees that no representation as to condition or repair of the Property, and no promise to alter, repair or improve the Property has been made by Lessor. At the expiration of this Agreement, including all renewals or extensions hereof, Lessee shall deliver the Property to Lessor and all improvements and fixtures which Lessee has constructed or otherwise placed on the Property during the term of this Agreement, including all renewals or extensions hereof, shall become the property of Lessor.

(d) Right To Enter Property: Lessor shall have the right at all times to inspect or gain access to the leasehold improvements made by Lessee in or to the Property.

(e) Alterations: Lessee's Changes may include alterations, decorations, additions or improvements in or to the Property. Lessee's Changes shall be approved by Lessor and shall comply with federal, state and local laws, regulations and ordinances. Any mechanic's lien filed against the Property for work claimed to have been done for or materials claimed to have been furnished to Lessee shall be discharged by Lessee within ten (10) days after filing. Lessor shall have the right, but not the obligation, to pay or discharge any mechanic's lien. If Lessor should elect to exercise this right, Lessee shall pay Lessor the amount so expended on the next ensuing rental due date. Lessor will allow Lessee to make reasonably appropriate alterations to the Property in order to accomplish Lessee's Changes.

(f) Lessor's Nonliability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying or using property adjacent to the Property. In addition, Lessor shall not be liable for any damage or injury to any person or property which occurs on the Property due to Lessee's actions or omissions. Lessee shall maintain commercial liability insurance on the Property of a type and level consistent with good communications industry practice to be approved by the City Attorney of Lessor. Lessor shall be named as an additional insured on said policy at no cost to Lessor.

(g) Eminent Domain: If, during the term of this Agreement, proceedings shall be instituted under the power of eminent domain which shall result in an eviction, total or partial, of Lessee from the Property, this Agreement shall be voidable at the option of Lessee and

the terms above shall cease and terminate if Lessee elects to void this Agreement. Each party shall be free to make and prosecute claims against the condemning authority for their respective damages. The Lessee may elect to remain in possession in which case this Agreement shall continue until its expiration.

(h) Indemnification: Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorney's fees and expenses) incurred by Lessor on account of or arising from Lessee's use of the Leased Premises. Lessee, upon notice from Lessor, shall assist and defend at Lessee's expense any such actions or proceedings by counsel reasonably satisfactory to Lessor. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the Lessor. This indemnity shall survive any termination of this Agreement.

(i) Remedies Not Exclusive: Each of the rights provided in this Agreement shall be cumulative.

(j) No Right To Mortgage: Lessor shall not have the right to subordinate this Agreement to any mortgage hereafter placed on the Property unless prior consent therefor has been given by the Lessor.

(j) Liens: Lessee shall keep all of the Property and every part of the Property and all buildings and other improvements at any time located on the Property free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Property, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify Lessor and all of the Property and all buildings and improvements on the Property against all liens and claims of liens and suits or other proceedings pertaining to those liens.

(k) Quiet Enjoyment: Upon Lessee paying the rent and performing all of the other provisions of this Agreement, Lessor agrees that Lessee shall peacefully and quietly have, hold and enjoy the Property during the term of this Agreement

10. MISCELLANEOUS: The following additional terms and conditions apply to the performance of this Agreement by the parties:

(a) Contingent Use: Lessor agrees that Lessee's ability to use the Leased Premises is contingent upon its suitability for Lessee's intended use from a technical engineering basis and Lessee's ability to obtain any and all governmental leases, permits, and approvals required or deemed necessary or appropriate by Lessee for its use of the Leased Premises. Lessor

agrees to cooperate with Lessee and, at Lessee's expense, join in any applications for Governmental Approvals. Lessor specifically authorizes Lessee to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Lease.

(b) Waiver of Default: Either party may waive or remedy any default in any manner without waiving such default remedied and without waiving any other prior or subsequent default and either party may waive or delay the exercise of any right or remedy under this Agreement without waiving that right or remedy or any other right or remedy hereunder. No waiver of any of the terms, provisions or conditions hereof shall be effective against either party unless the same is in writing and signed by the waiving party.

(c) Binding on Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties.

(d) Survival of Covenants and Warranties: Each of the agreements, covenants and warranties on the part of the Parties to this Agreement shall be deemed and construed to be on a continuing basis and shall survive the execution and delivery of this Agreement.

(e) Notices: All notices, demands or requests required or permitted under this Agreement to be given by or to either of the Parties shall be in writing and, unless and until otherwise specified in a written notice by the respective parties or any of them, shall be sent to the parties at their following respective addresses:

If to the Lessor:
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Attn: Dept. of Admin. Services
Telephone: 561-288-5310

If to the Lessee:
American Tower Systems, Inc.
6400 North Congress Avenue
Suite 1750
Boca Raton, FL 33487
Attn: Leasing Department
Telephone: 561-998-2280

or to such other address as either party from time to time shall designate by written notice to the other. Each such notice, demand or request shall be deemed to have been properly served for all purposes if personally delivered or sent by registered certified mail return receipt requested to its addressee at its address as set forth above. Each such notice, demand or request so mailed by either party shall be deemed to have been received by its addressee on the third business day after the day of mailing.

(f) Integration; Amendment; Modification: This Agreement represents the entire agreement of the Parties as to the subject, and there exists no other oral or written agreement or understanding which is not a part of this Agreement or which shall have no force or

effect. This Agreement shall not be amended or modified except by written instrument executed by the Parties.

(g) Severability: Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(h) Law of Forum; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties agree that this Agreement was executed in Martin County, Florida and the Parties contemplate that its performance is to occur in Martin County, Florida. The Parties agree that the sole venues for all actions brought pursuant to this Agreement shall be the county or state courts of law or equity of Martin County, Florida.

(i) Titles; Pronouns: Titles at the beginning of paragraphs, subparagraphs, sections and subsections of this Agreement are placed there for the convenience of the reader, and are of no force or effect. To the extent that said titles are expressed or implied contrary to any provision in this Agreement, the terms of the provision and not the title governs the interpretation of this Agreement. Pronouns, regardless of gender, shall be interpreted as if they were of the gender of the noun to which they refer.

(j) Interpretation: Neither this Agreement nor any provision contained herein shall be interpreted for or against either Party solely because that Party or that Party's legal representative crafted the provision.

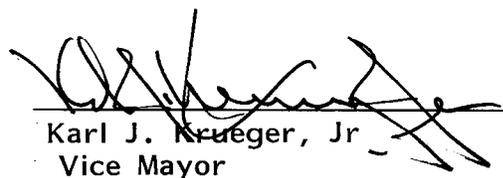
(k) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed and delivered this Agreement on the day and year first above written.

CITY OF STUART



DIANNE M. O'DONNELL
CITY CLERK



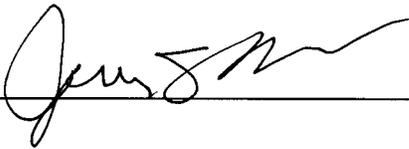
Karl J. Krueger, Jr.
Vice Mayor

APPROVED AS TO FORM
AND CORRECTNESS:



CARL V.M. COFFIN
CITY ATTORNEY

AMERICAN TOWER SYSTEMS, L.P.
By: ATSC GP, Inc., IT'S SOLE GENERAL PARTNER

By: 

Its: **Gary S. Hess**
Vice President-
Southeast Region

EXHIBIT A

Legal Description

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

Said Parcel being subject to any/all Easements, Reservations, and Dedications.

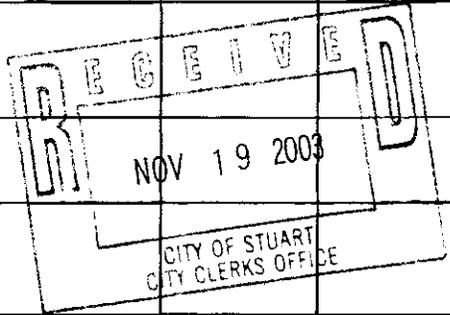
EXHIBIT B

Site Plan

PRODUCER MARSH USA INC. ATTN: DENISE HART 200 CLARENDON STREET BOSTON, MA 02116 (617) 421-0290		CERTIFICATE NUMBER NYC-001200812-02	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.		COMPANIES AFFORDING COVERAGE	
324465-ALL-		COMPANY A AMERICAN HOME ASSURANCE CO	
INSURED AMERICAN TOWER, L.P. A DIVISION OF AMERICAN TOWER CORPORATION 116 HUNTINGTON AVENUE BOSTON, MA 02116		COMPANY B N/A	
		COMPANY C N/A	
		COMPANY D	

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (#/#/DD/YY)	POLICY EXPIRATION DATE (#/#/DD/YY)	LIMITS
A	GENERAL LIABILITY	6125882	12/01/02	12/01/03	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS OTHER \$
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
	OTHER				



DESCRIPTION OF OPERATION(S) LOCATION(S) VEHICLE(S) SPECIAL ITEM(S)
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, ATIMA, AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.
 SITE NAME: STUART FL 1; SITE NUMBER: 002001; 1000 SE MONTERAY ROAD, STUART, FL

CITY OF STUART ATTN: DEPT. OF ADMIN. SERVICES 121 SW FLAGLER AVENUE STUART, FL 34994	SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. BY: Edward R Ford
	Edward R. Ford VALID AS OF: 11/14/03

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001200812-03

PRODUCER
MARSH USA INC.
ATTN: DENISE HART
200 CLARENDON STREET
BOSTON, MA 02116
(617) 421-0290

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COMPANIES AFFORDING COVERAGE

COMPANY
A N/A

COMPANY
B NEW HAMPSHIRE INSURANCE COMPANY

COMPANY
C N/A

COMPANY
D

324465-ALL--

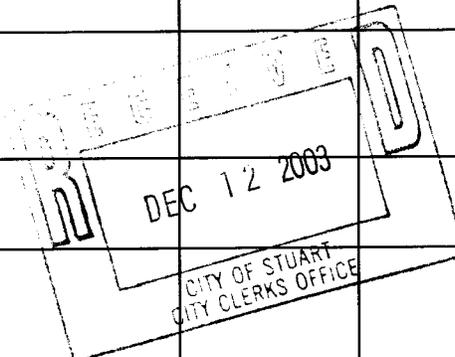
INSURED
AMERICAN TOWER, L.P.
A DIVISION OF AMERICAN TOWER CORPORATION
116 HUNTINGTON AVENUE
BOSTON, MA 02116

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	4806054	12/01/03	12/01/04	GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER					



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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SITE NAME: STUART FL 1; SITE NUMBER: 002001; 1000 SE MONTERAY ROAD, STUART, FL
CERTIFICATE COVERS RICHARD ARRIGO, JR. AS QUALIFIER FOR ATC TOWER SERVICES, INC.

CERTIFICATE HOLDER

CITY OF STUART
ATTN: DEPT. OF ADMIN. SERVICES
121 SW FLAGLER AVENUE
STUART, FL 34994

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC
BY: Edward R Ford

Edward R. Ford

MM1(3/02)

VALID AS OF: 12/04/03

Agenda Item Request

Meeting Date: March 9, 1998

Title of Item: Resolution No. 4398 A Resolution Of The City Commission Of The City Of Stuart, Florida Authorizing the Mayor and City Clerk to Execute an Agreement Between the City and American Tower Systems, L.P. to Provide for the Construction of a Telecommunications Tower at the "Old City Landfill;" Providing an Effective Date; and for Other Purposes

Summary Explanation or Background Information on Agenda Request:

On February 21, 1997, the City of Stuart received a "Letter of Interest" from American Tower Systems, L.P. (ATS) to erect a tower at the City of Stuart Landfill. The lease provides the City 16% of all revenue received by ATS for use of the tower site. Payments will be received quarterly and are estimated to approach \$5,000 per month to the City.

The agreement provides that ATS will be responsible for all taxes, utilities and indemnification of the City; and is for a period of 15 years with a renewal option of three successive 5 year periods. It is my understanding that ATS has provided the City with site plans and will have other approvals necessary to erect the tower.

Staff recommends the City Commission authorize the lease agreement.

Recommended Action:

Motion to adopt: Resolution No. ____ A Resolution Of The City Commission Of The City Of Stuart, Florida Authorizing the Mayor and City Clerk to Execute an Agreement Between the City and American Tower Systems, L.P. to Provide for the Construction of a Telecommunications Tower at the "Old City Landfill;" Providing an Effective Date; and for Other Purposes

W^m F. Underwood
Director of Administrative Services

Dated: March 3, 1998

Carl W. Coffin
City Attorney

3/4/98
Date

David Collier
City Manager

3/4/98
Date

MEMORANDUM

TO: TERRY O'NEIL, CITY DEVELOPMENT DIRECTOR

FROM: KIM DELANEY, PLANNER II

DATE: MARCH 3, 1998

RE: AMERICAN TOWER SYSTEMS TOWER - STUART LANDFILL SITE

I have reviewed the proposed American Tower Systems telecommunications tower to be located at the Stuart landfill site per the City's Land Development Regulations. As proposed, the tower appears to be in compliance with the City's requirements (i.e., setbacks, landscaping). Prior to final site plan approval, the applicant will need to provide the wording for warning signs to be posted around the tower and guy wires.

It should be noted that Telecommunications Towers are permitted by resolution of the City Commission for property owned by the City of Stuart which is zoned "Public." The Stuart landfill site meets this criteria; therefore, it would appear that this tower may be approved by resolution of the City Commission.



VIA OVERNIGHT MAIL

March 22, 2001

City of Stuart
121 SW Flager Avenue
Stuart, Florida 34994
Attn: Dept. of Admin. Services
(561) 288-5310

RE: **Ground Lease Agreement dated March 13, 1998, by and between City of Stuart, ("Lessor") and American Tower Systems L. P. d/b/a American Tower Corporation ("Lessee") of Premises located at 1000 SE Monteray Road, Stuart, Florida, 34994.**

Dear Lessor:

The purpose of this letter is to obtain your written consent for American Tower, a Delaware Corporation, the Lessee under Lease Agreement referenced above, has an intention to sublease space on the tower to Metro PCS California/Florida, Inc., pursuant to Section 9 (b) of the above-referenced lease American Tower Corporation may not assign or sublease the Property or facilities on the Property without the express consent of the Lessor, City of Stuart.

Space on the tower will be subleased to: Metro PCS California/Florida, Inc.

Please sign the second copy of this letter indicating your acceptance of this request and return the signed copy to me in the enclosed prepaid DHL envelope no later than **April 20, 2001**. Since the above sublessee needs to install their equipment on the tower immediately, your consent will be deemed to have been given if we have not received your response by **April 20, 2001**.

If you have any questions, please feel free to contact me at (770) 308-1966. Thank you for your cooperation regarding this matter and we look forward to receiving your response.

Sincerely,

Ella Lemesheva
Lease Administrator

I, Gene C. Rifkin, acknowledge and consent to American Tower Delaware Corporation's subleasing of space on the Roswell site.

Gene C. Rifkin
Gene C. Rifkin, Mayor

Date

4/24/01

~~ATTEST:~~

Dianne M. O'Donnell
Dianne M. O'Donnell
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

Carl V.M. Coffin
Carl V.M. Coffin
City Attorney

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Dianne M. O'Donnell
City Clerk

Phone (561) 288-5306
Fax (561) 288-5305
www.cityofstuart.com/bes

April 30, 2001

**American Tower Corp.
Ella Lemesheva, Lease Admin.
3200 Cobb Galleria Parkway
Suite 205
Atlanta Georgia 30339**

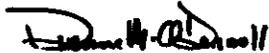
ATTENTION: Lease Administrator

REFERENCE: City of Stuart, Florida, Ground Lease Agreement re: consent to sublease space.

MESSAGE: Enclosed is one fully executed, original letter of agreement for your files in reference to the above mentioned project.

If you have any questions please do not hesitate to call.

Sincerely,



**Dianne M. O'Donnell
City Clerk**

Enc.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001200812-03

PRODUCER
MARSH USA INC.
ATTN: DENISE HART
200 CLARENDON STREET
BOSTON, MA 02116
(617) 421-0290

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COMPANIES AFFORDING COVERAGE

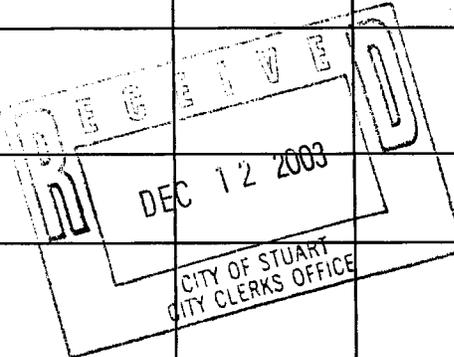
COMPANY A	N/A
COMPANY B	NEW HAMPSHIRE INSURANCE COMPANY
COMPANY C	N/A
COMPANY D	

INSURED
AMERICAN TOWER, L.P.
A DIVISION OF AMERICAN TOWER CORPORATION
116 HUNTINGTON AVENUE
BOSTON, MA 02116

COVERAGE

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	4806054	12/01/03	12/01/04	GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS-COMP/OP AGG \$ 4,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				BODILY INJURY (per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				PROPERTY DAMAGE \$
	OTHER				AUTO ONLY- EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					WC STATUTORY LIMITS OTH-ER \$
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
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SITE NAME: STUART FL 1; SITE NUMBER: 002001; 1000 SE MONTERAY ROAD, STUART, FL
"CERTIFICATE COVERS RICHARD ARRIGO, JR. AS QUALIFIER FOR ATC TOWER SERVICES, INC."

CERTIFICATE HOLDER CANCELLATION

CITY OF STUART
ATTN: DEPT. OF ADMIN. SERVICES
121 SW FLAGLER AVENUE
STUART, FL 34994

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MARSH USA INC
BY: Edward R Ford

Edward R. Ford

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001200812-06PRODUCER
MARSH USA INC.
ATTN: DENISE HART-HOUSTON
200 CLARENDON STREET
BOSTON, MA 02116
617-421-0290

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324465-ALL--04/05

INSURED
AMERICAN TOWER, L.P.
A DIVISION OF AMERICAN TOWER CORPORATION
116 HUNTINGTON AVENUE
BOSTON, MA 02116**COMPANIES AFFORDING COVERAGE**

COMPANY A	AMERICAN HOME ASSURANCE CO
COMPANY B	N/A
COMPANY C	N/A
COMPANY D	N/A

COVERAGES

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	5548761	12/01/04	12/01/05	GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS-COMP/OP AGG \$ 4,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY- EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS
					OTH- ER
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
	OTHER				

DEC 13 2004
CITY OF STUART
CITY CLERK'S OFFICE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, ATIMA, AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.
SITE NAME: STUART FL 1; SITE NUMBER: 002001; 1000 SE MONTERAY ROAD, STUART, FL
*CERTIFICATE COVERS RICHARD ARRIGO, JR. AS QUALIFIER FOR ATC TOWER SERVICES, INC.***CERTIFICATE HOLDER**CITY OF STUART
ATTN: DEPT. OF ADMIN. SERVICES
121 SW FLAGLER AVENUE
STUART, FL 34994**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC
BY: Edward R Ford*Edward R. Ford*

MM1(3/02)

VALID AS OF: 11/30/04



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 198 -05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT OF A SUBLEASE BETWEEN T-MOBILE AND AMERICAN TOWER AT AMERICAN TOWER'S COMMUNICATION TOWER LOCATED AT THE CITY LANDFILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby authorizes the City Manager to execute a Consent of a Sublease between T-Mobile and American Tower at American Tower's Communication Tower located at the City Landfill. A copy of the Consent of a Sublease is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 5th day of December, 2005.

Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Waxler and upon being put to a roll call vote, the vote was as follows:

MICHAEL MORTELL, MAYOR
KARL KRUEGER, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ATTEST:

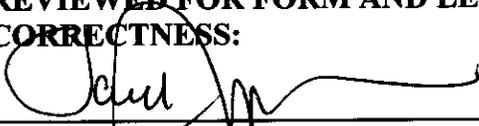


CHERYL WHITE
CITY CLERK



MICHAEL J. MORTELL
MAYOR

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:



PAUL J. NICOLETTI, CITY ATTORNEY





VIA OVERNIGHT COURIER

October 18, 2005

City of Stuart
ATTN: Landowner
121 SW Flager Ave
Stuart, FL 34994

Re: **American Tower * Site # 2001; Stuart FL1**
Request for consent to sublease

Dear Landowner:

The purpose of this letter is to request your consent to a proposed sublease between **T-Mobile** and **American Tower** at American Tower's communications tower located on your property. American Tower will continue to be responsible for performance of all obligations under the lease with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 1-781-926-4740.

Thank you for your attention to this matter.

Sincerely,

Vartan A. Kazandjian
Paralegal, Land Management
American Tower Corporation

I acknowledge and agree to a sublease between T-Mobile and American Tower at the above referenced communications tower.

Witness

City of Stuart

By: **Michael Mortell**

Its: **Mayor**

Date: **12/05/05**

* American Tower shall be defined to include any of its affiliates, subsidiaries, successors and/or assigns



December 1, 2005

Subject: Memorandum of Insurance

Today's technology has given us the opportunity to expand and enhance how we deliver insurance information to you. As of December 1, 2005, the Memorandum of Insurance (MOI) will enable you to obtain current information on our insurance program at any time by using the web address listed below. Please retain this website address so that you can refer to it in the future. Please note that the website address is case sensitive.

Memorandum of Insurance Web Address: www.Americantower.com select "about us" and on the left side bar select "Vendors"

After considerable review and discussion, we have made the decision to discontinue the issuance of Certificates of Insurance. We have made our decision based on the significant time and resources required to handle certificate requests each year and our desire to provide you with timely and efficient coverage information. The advantage to you is that you will be able to confirm that we are meeting our business obligations any time our relationship requires you to verify our insurance status.

This online service is provided through our insurance broker, Marsh. You will be asked to read and agree to the terms and conditions of service from Marsh prior to printing or viewing our Memorandum of Insurance.

Should you have any questions, the contact person listed on the Memorandum of Insurance website is available to assist you in accessing this information.

Thank you for helping us to use the Internet to provide you with coverage information when you need it.

Sincerely,

American Tower Corporation



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk's Office

Cherie White, City Clerk
cwhite@ci.stuart.fl.us

December 5, 2005

American Tower Corporation
10 Presidential Way
Woburn, MA 01801

REFERENCE: Authorizing sublease T-Mobile

Please find enclosed your fully executed above named contract, on behalf of the City of Stuart.

I have also included a copy of the adopted City Resolution 198-05, for your file.

Should you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

COPY

Respectfully,

Cheryl White, CMC
City Clerk

Enc

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST

** CONTINUED FROM NOVEMBER 28th City Commission meeting to December 5, 2005
Meeting Date: November 28, 2005 Prepared by: Terry Iverson

Resolution No. 198-05

Title of Item: Authorize City Manager to affirmatively execute a Request for Consent to Sublease to American Tower, L.P., on their communications tower located at the City Landfill.

Summary Explanation/Background Information on Agenda Request:
In accordance with the agreement between the City of Stuart and American Tower, L.P., executed on March 13, 1998, American Tower must receive consent from the City of Stuart prior to subleasing any rights to prospective users of the communications tower. American Tower requests the City's consent to sublease space on the tower to T-Mobile at a rate of \$1,750.00 per month, sixteen percent of which will be paid to the City of Stuart as part of their lease payment.

Funding Source: N/A

Recommended Action: Authorize City Manager to execute a Request for Consent to Sublease to American Tower, L.P., on their communications tower located at the City Landfill.



Department Director

11-21-05

Date



Financial Services Director

11-21-05

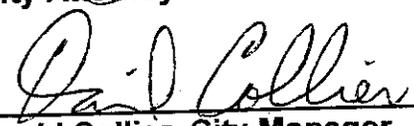
Date



City Attorney

11-17-05

Date



David Collier, City Manager

11/21/05

Date

Iverson, Terry

From: Heather Douglas [Heather.Douglas@AmericanTower.com]
Sent: Tuesday, November 29, 2005 5:16 PM
To: Iverson, Terry
Cc: Vartan Kazandjian
Subject: Consent Request for T-Mobile @ Stuart FL Site #2001

Dear Mr. Iverson:

In response to your request for additional revenue sharing to be granted to the City, may I draw your attention to provision 1(d) of the Lease which clearly allows for an open forum for this type of discussion per the terms of the lease. As such, and pursuant to state law which in fact implies good faith and fair dealing as well as indicates that it is not reasonable for a Landlord to condition consent on the receipt of payment of some kind, I kindly request that the consent form be signed and forwarded back at this time so that we may address this issue in its proper time forum pursuant to the lease terms in 2013.

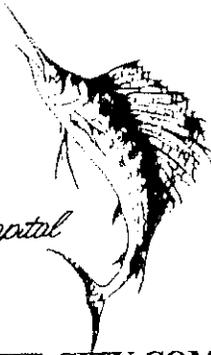
If you have any additional questions or concerns related to this please direct them to my attention.
Sincerely,

Heather M. Douglas
Attorney, Land Management
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
(781) 926-4645
(781) 926-4555(fax)
heather.douglas@americantower.com

11/30/2005

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 198 -05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT OF A SUBLEASE BETWEEN T-MOBILE AND AMERICAN TOWER AT AMERICAN TOWER'S COMMUNICATION TOWER LOCATED AT THE CITY LANDFILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby authorizes the City Manager to execute a Consent of a Sublease between T-Mobile and American Tower at American Tower's Communication Tower located at the City Landfill. A copy of the Consent of a Sublease is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 28th day of November, 2005.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

MICHAEL MORTELL, MAYOR
KARL KRUEGER, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER
CAROL WAXLER, COMMISSIONER

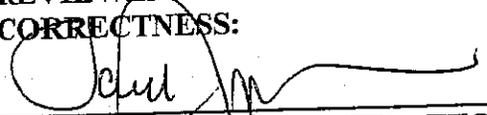
YES	NO	ABSENT

ATTEST:

CHERYL WHITE
CITY CLERK

MICHAEL J. MORTELL
MAYOR

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:



PAUL J. NICOLETTI, CITY ATTORNEY



VIA OVERNIGHT COURIER

October 18, 2005

City of Stuart
ATTN: Landowner
121 SW Flager Ave
Stuart, FL 34994

Re: **American Tower * Site # 2001; Stuart FL1**
Request for consent to sublease

Dear Landowner:

The purpose of this letter is to request your consent to a proposed sublease between **T-Mobile** and **American Tower** at American Tower's communications tower located on your property. American Tower will continue to be responsible for performance of all obligations under the lease with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 1-781-926-4740.

Thank you for your attention to this matter.

Sincerely,

Vartan A. Kazandjian
Paralegal, Land Management
American Tower Corporation

I acknowledge and agree to a sublease between T-Mobile and American Tower at the above referenced communications tower.

City of Stuart

Witness

By: _____
Its: _____
Date: _____

* American Tower shall be defined to include any of its affiliates, subsidiaries, successors and/or assigns

Tabled to
12-5-05

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: November 28, 2005

Prepared by: Terry Iverson

Resolution No. 198-05

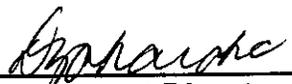
Title of Item: Authorize City Manager to affirmatively execute a Request for Consent to Sublease to American Tower, L.P., on their communications tower located at the City Landfill.

Summary Explanation/Background Information on Agenda Request:

In accordance with the agreement between the City of Stuart and American Tower, L.P., executed on March 13, 1998, American Tower must receive consent from the City of Stuart prior to subleasing any rights to prospective users of the communications tower. American Tower requests the City's consent to sublease space on the tower to T-Mobile at a rate of \$1,750.00 per month, sixteen percent of which will be paid to the City of Stuart as part of their lease payment.

Funding Source: N/A

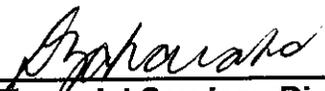
Recommended Action: Authorize City Manager to execute a Request for Consent to Sublease to American Tower, L.P., on their communications tower located at the City Landfill.



Department Director

11-21-05

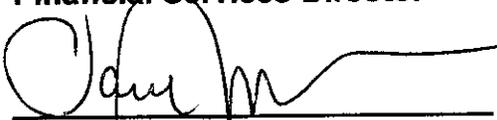
Date



Financial Services Director

11-21-05

Date



City Attorney

11-17-05

Date



David Collier, City Manager

11/21/05

Date

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 198 -05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT OF A SUBLEASE BETWEEN T-MOBILE AND AMERICAN TOWER AT AMERICAN TOWER'S COMMUNICATION TOWER LOCATED AT THE CITY LANDFILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby authorizes the City Manager to execute a Consent of a Sublease between T-Mobile and American Tower at American Tower's Communication Tower located at the City Landfill A copy of the Consent of a Sublease is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 28th day of November, 2005.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

MICHAEL MORTELL, MAYOR
KARL KRUEGER, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER
CAROL WAXLER, COMMISSIONER

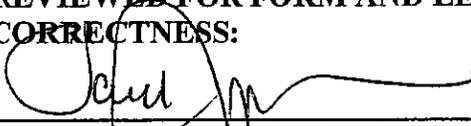
YES	NO	ABSENT

ATTEST:

CHERYL WHITE
CITY CLERK

MICHAEL J. MORTELL
MAYOR

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:



PAUL J. NICOLETTI, CITY ATTORNEY



VIA OVERNIGHT COURIER

October 18, 2005

City of Stuart
ATTN: Landowner
121 SW Flager Ave
Stuart, FL 34994

Re: **American Tower * Site # 2001; Stuart FL1**
Request for consent to sublease

Dear Landowner:

The purpose of this letter is to request your consent to a proposed sublease between **T-Mobile** and **American Tower** at American Tower's communications tower located on your property. American Tower will continue to be responsible for performance of all obligations under the lease with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 1-781-926-4740.

Thank you for your attention to this matter.

Sincerely,

Vartan A. Kazandjian
Paralegal, Land Management
American Tower Corporation

I acknowledge and agree to a sublease between T-Mobile and American Tower at the above referenced communications tower.

City of Stuart

Witness

By: _____
Its: _____
Date: _____

* American Tower shall be defined to include any of its affiliates, subsidiaries, successors and/or assigns



AMERICAN TOWER™
CORPORATION

VIA OVERNIGHT MAIL

December 12, 2006

STUART CITY OF
121 S W FLAGLER AVE
ADMINISTRATION Dept.
Stuart, FL 34994

Re: **American Tower * Site #2001; Stuart FL1**
Request for consent to add a generator

Dear Land Owner:

The purpose of this letter is to request your consent to a proposed addition of a generator by **Sprint/Nextel** at American Tower's communications tower located on your property.

As you may be aware, Sprint/Nextel is already on this tower and they will just be adding a generator. Thus, we are requesting you permission for this modification as is required by the underlying ground lease.

American Tower will continue to be responsible for performance of all obligations under the lease with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 1-781-926-4932.

Thank you for your attention to this matter.

Sincerely,

Maria Atsiknoudas
Paralegal, Land Management
American Tower Corporation

I acknowledge and agree to an addition of a generator by Sprint/Nextel at the above referenced communications tower.

WITNESS PAUL J. NICOLOTTI
NAME _____

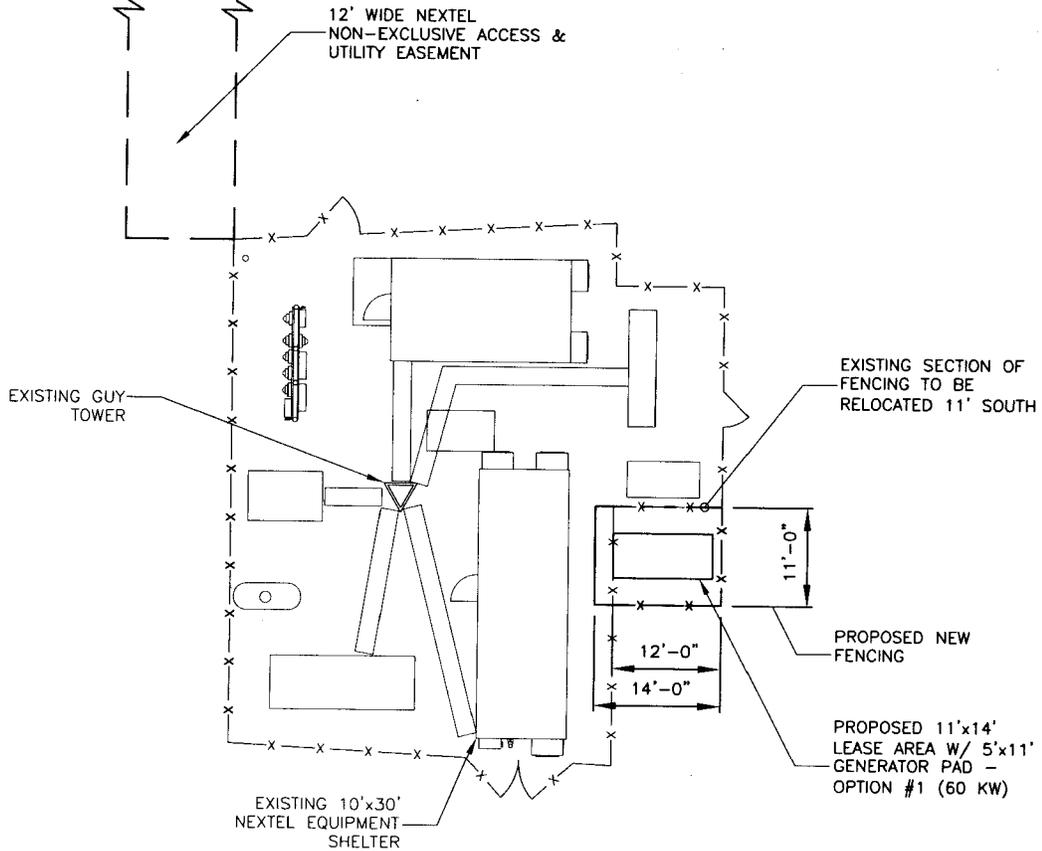
1/23/07
DATE _____

* American Tower shall be defined to include any of its affiliates, subsidiaries, successors and/or assigns

- EQUIPMENT LIST:
 1. GENERATOR
 2. REQUIRED CABLING



S.E. MONTEREY RD.



NOT TO SCALE



2223 HERSCHEL ST.
 JACKSONVILLE, FL 32204
 TEL (904) 387-0889 FAX (904) 387-0899

SITE SKETCH
 SITE FL1579A - PORT SALERNO
 1000 MONTEREY ROAD
 STUART, FL 34994

DATE: 11/06/06

SHEET 1 of 1



851 TRAFALGAR COURT SUITE 300E
 MAITLAND, FL 32751-7425
 OFFICE: (407) 838-5200
 FAX: (407) 838-5400



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NO. 43-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A AMENDMENT #1 TO AGREEMENT BETWEEN THE CITY OF STUART AND AMERICAN TOWER, LP FOR LEASE OF PROPERTY ON OLD CITY LANDFILL TO CONSTRUCT, MAINTAIN AND SUBLEASE SPACE ON A COMMUNICATION TOWER; EXTENDING THE TERM OF THE AGREEMENT FOR THREE (3) ADDITIONAL FIVE (5) YEAR RENEWAL PERIODS AT THE ORIGINAL LEASE RATE OF 16% OF GROSS REVENUE EARNED BY SUBLEASING SPACE TO CELL PHONE SERVICE PROVIDERS AND PROVIDING FOR A ONE-TIME PAYMENT TO THE CITY IN AN AMOUNT OF \$15,000.00; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute amendment #1 to agreement between the City of Stuart and American Tower, LP for lease of property on old city landfill to construct, maintain and sublease space on a communication tower; extending the term of the agreement for three (3) additional five (5) year renewal periods at the original lease rate of 16% of gross revenue earned by subleasing space to cell phone service providers and providing for a one-time payment to the City in an amount of \$15,000.00.

Section 2: This Resolution shall take effect immediately upon its adoption.

RESOLUTION 43-08
 AMERICAN TOWER LEASE
 AMEDMENT ONE

Commissioner Mortell offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner Waxler and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF , MAYOR
 JAMES CHRISTIE, VICE MAYOR
 MICHAEL MORTELL, COMMISSIONER
 MARY HUTCHINSON, COMMISSIONER
 CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 28TH day of April, 2008.

ATTEST:

[Signature]
 CHERYL WHITE
 CITY CLERK

[Signature]
 JEFFREY A. KRAUSKOPF
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

[Signature]
 PAUL J. NICOLETTI
 CITY ATTORNEY



FIRST AMENDMENT TO AGREEMENT TO LEASE REAL ESTATE

This First Amendment to Agreement to Lease Real Estate ("**Amendment**") is entered on the 28 day of April, 2008 by and between City of Stuart, a Florida municipal corporation ("**Lessor**") and American Tower, LP, a Delaware limited partnership fka American Tower Systems, LP ("**Lessee**").

RECITALS

- A. Lessor, and Lessee, entered into that certain Agreement to Lease Real Estate dated March 13, 1998, (the "**Agreement**"), whereby the Lessee leases a portion of the real property owned by Lessor located in the City of Stuart, County of Martin, State of Florida (the "**Property**").
- B. Lessor and Lessee desire to amend the terms of the Agreement to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Agreement Term Extended:** Lessee shall have the option to extend the Agreement for each of three (3) additional five (5) year renewal terms (each a "**Renewal Term**"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Agreement will automatically renew for any remaining renewal periods under the Agreement existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Agreement.
- Lease Payment:** The rent payable to Lessor shall continue in accordance to Paragraph 1 (c) of the Agreement. Lessor and Lessee agree that all rent and payments in accordance with this Amendment shall continue to be paid to, and all taxable income from the same shall be reported by, CITY OF STUART.
- One-time Payment:** Lessee shall pay to Lessor a one-time payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), payable within ten (10) business days of Lessee's receipt of this Amendment executed by Lessor. Such one-time payment is contingent on Lessee receiving the executed Amendment by May 15, 2008 and upon confirmation of fee interest ownership of the Property. Lessor shall provide any necessary documents, such as a deed, W-9 or recent tax bill required by Lessee in order to assist in expediting such one-time payment.
- Lessor and Lessee hereby agree to delete Paragraph 1(d) Reopener in its entirety.
- Memorandum of Agreement:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Agreement that is recordable within the jurisdiction in which the Property is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Property to another party until Lessee records a Memorandum of Agreement with the jurisdiction. This provision shall not apply to any sale or transfer of the Property from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
- Full Force and Effect; Entirety; Amendment; Counterparts:** Except as modified herein, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Agreement, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR: City of Stuart,
a Florida municipal corporation

LESSEE: American Tower, LP,
a Delaware limited partnership
fka American Tower Systems LP

By
Print Name Jeffrey A. Krauskopf
Title Mayor
Date 4-28-08

By
Print Name Jason D. Hirsch
Title Vice President, Land Management
Date 5/7/08

LESSOR: City of Stuart,
a Florida municipal corporation

By
Print Name Cheryl White
Title City Clerk
Date 5-2-08



APPROVED AS TO FORM AND CORRECTNESS

By
Print Name Paul J. Nicoletti
Title City Attorney
Date 4/28/08

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sara Puffer White, Esq.
ATC Site #2001
ATC Site Name: Stuart FL 1
Assessor Parcel #16-38-41-000-0001.2-0-0000

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("*Memorandum*") is entered into on the 28th day of April, 2008, by and between City of Stuart, a Florida municipal corporation (hereinafter referred to as "*Lessor*"), and American Tower, LP, a Delaware limited partnership fka American Tower Systems, LP (hereinafter referred to as "*Lessee*").

NOTICE is hereby given of the following described Agreement as amended, for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has previously been recorded, then this Memorandum shall constitute a restatement and amendment of any such prior recorded notices.

1. **Agreement:** Agreement to Lease Real Estate, between Lessor, or its predecessor in interest, and Lessee, or its predecessor in interest, entered into on March 13, 1998, as amended (the "*Agreement*").
2. **Agreement Commencement:** March 18, 1998.
3. **Expiration of Current Term:** March 17, 2018;
4. **Extended Terms:** Lessee has the option to further extend the term of the Agreement for each of Three (3) successive Five (5) year terms.
5. **Property:** As described in Exhibit "A," attached hereto, together with any access and utility easements. Exhibit A may be replaced by an as-built survey at Lessee's option depicting the Property, access and utilities easements and if applicable, guy wire and guy anchor easements.
6. **Notice:** Notices may be sent to the appropriate parties as follows:

Lessor: City of Stuart
121 SW Flagler Ave
Attn: City Manager
Stuart, FL 34994

Lessee: American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

7. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum should not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

WITNESSES:

City of Stuart,
A Florida municipal corporation

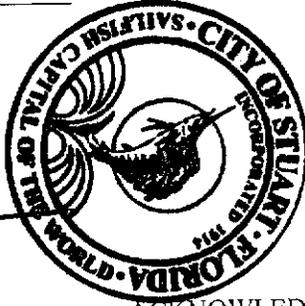
By: Jeffrey A. Krauskopf
Its: Mayor

Signature
Print Name: Cheryl White

Signature
Print Name: MARY NASH

ATTEST:

CHERYL WHITE, CMC
CITY CLERK



ACKNOWLEDGMENT

State of Florida
County of Martin)

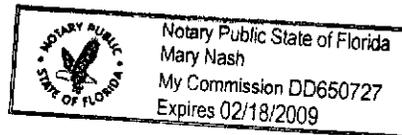
On May 2, 2008 before me, MARY NASH

personally appeared JEFFREY A. KRAUSKOPF & CHERYL WHITE, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

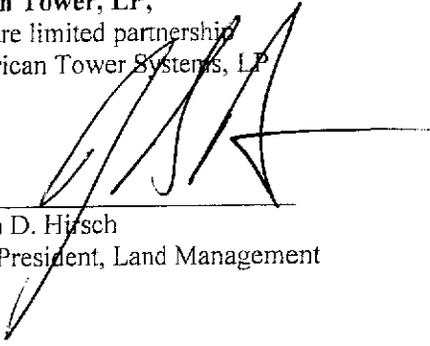
Witness my hand and official seal.

Signature Mary Nash (Seal)
Print Name: MARY NASH
My commission expires: _____



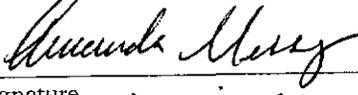
LESSEE:

American Tower, LP,
a Delaware limited partnership
fka American Tower Systems, LP


By: Jason D. Hirsch
Its: Vice President, Land Management

WITNESSES:


Signature
Print Name: SHAWN HENRY


Signature
Print Name: Amanda Messinger

ACKNOWLEDGMENT

State of Massachusetts
County of Middlesex)

On 05/07/2008, before me, QIAO ZHANG

personally appeared Jason D. Hirsch, Vice President, Land Management, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Qiao Zhang (Seal)
My commission expires: 08/30/2013

EXHIBIT A

This Exhibit A May be Replaced by an As-Built Survey at Lessee's Option depicting the Property, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

PROPERTY

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

Said Parcel being subject to any/all Easements, Reservations, and Dedications.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

Access runs from the Property to the public right of way.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST

7

Meeting Date: April 28, 2008

Prepared by: T. Iverson

Ordinance/Resolution No. 43-08

Title of Item: Approve Lease Amendment #1 to Agreement between the City of Stuart and American Tower, LP, for lease of property on Old City Landfill construct, maintain and sublease space on a communication tower. The Amendment extends the term of the agreement for three (3) additional five (5) year renewal periods at the original lease rate of 16% of gross revenue earned by subleasing space on the tower to cell phone service providers. In addition, American Tower will make a one-time payment to the City in an amount of \$15,000.00. Simultaneously staff requests the City Commission authorize the City Clerk and the Mayor to execute Amendment #1.

Summary Explanation/Background Information on Agenda Request: American Tower, LP, requested amendment to the current contract to allow extension of the agreement for three (3) additional renewal period to allow them to offer longer term leases to their sub-lessees. As additional inducement to the City American Tower offered a one-time payment of \$15,000.00.

Staff has conducted a detailed survey of property leases and cell tower leases by other governmental entities within the State of Florida. Although the structure of the City's lease with American Tower is unusual in that no other governmental leases have percentage of revenue as compensation, the annual revenue received by the City is at the higher end of all those leases to which it was compared.

Staff recommends approval of the amendment and authorization to execute the amendment.

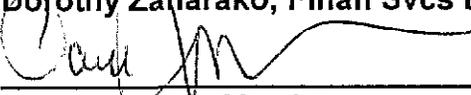
Funding Source: None required

Recommended Action: Approve Lease Amendment #1 to Agreement between the City of Stuart and American Tower, LP, for lease of property on Old City Landfill construct, maintain and sublease space on a communication tower. Simultaneously, staff requests the City Commission authorize the City Clerk and the Mayor to execute Amendment #1.

Acting

Dorothy Zaharako, Finan Svcs Dir

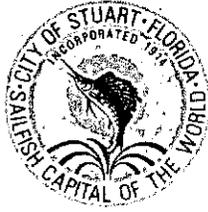
4/23/2008
Date


Paul Nicoletti, City Attorney

4-23-08
Date


Dan Hudson, City Manager

4/23/08
Date



City of Stuart

300 S. W. St. Lucie Avenue • Stuart • Florida 34994
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division
Terry Iverson, Purchasing Manager

Fax: (772) 600-1202
tiverson@ci.stuart.fl.us

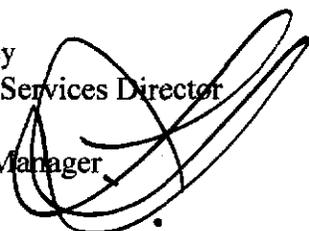
MEMORANDUM

To: Paul Nicoletti, City Attorney
Dottie Zaharako, Financial Services Director

From: Terry Iverson, Purchasing Manager

Date: March 19, 2008

Subject: Original Amendment to American Tower Lease



Attached are three original Amendments to the original American Tower lease agreement.
Please contact me with any questions.



AMERICAN TOWER™
CORPORATION

March 10, 2008

City Hall
Terry Iverson
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5300

RE: Documents Enclosed

Dear Mr. Iverson,

Enclosed herewith, please find three originals for the agreed terms. Kindly sign, have witnessed and notarized as indicated, and return all partially executed originals in the prepaid envelope provided. American Tower will fully execute and return one fully executed amendment.

It has been a pleasure working with you and I look forward to speaking with you again in the future.

Sincerely,

Nicole Balsamo
Land Lease Representative
Land Management Group
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
O: 781.926.4635
F: 781.926.4555

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk's Office

Cherie White, City Clerk
cwhite@ci.stuart.fl.us

May 2, 2008

Land Lease Representative
American Tower 10 Presidential Way
Woburn, MA 01801

RE: Amendment #1 City of Stuart/ American Tower LP

Enclosed please find three (3) original agreements fully executed by the City of Stuart. Upon execution and notarization by American Tower, please return one fully executed original agreement back to my attention, to the address above.

Should you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

Respectfully,

Cherie White, CMC
City Clerk

Enc.

Pickup

FedEx Pickup Confirmation— FedEx Ground CPU1125481230

Thank you for shipping with FedEx. Your pickup request has been scheduled. FedEx will pick up your packages at the address below.

Country/Location	United States	FedEx Ground	Confirmation no. CPU1125481230
Company	CITY OF STUART	Pickup date	05/05/2008
Contact name	City Managers Office	Total no. of packages	1
Address 1	121 SW FLAGLER AVE	Pickup time	Anytime before 4:00pm
City	STUART		
State	Florida		
ZIP	349942192		
Phone no.	772-288-5306		

Alert: Your confirmation number will be stored in your pickup history for up to 30 days. Any changes or cancellations you make to this pickup will be updated in your pickup history. However, please record your confirmation number and any changes for your records. Please have all required shipment information completed prior to pickup. You may contact FedEx Customer Service for assistance.

Pickup

FedEx Pickup Confirmation— FedEx Ground CPU1125481230

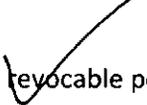
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White, Cherie

From: Iverson, Terry
Sent: Wednesday, April 30, 2008 4:24 PM
To: White, Cherie
Subject: RE: Copies of executed lease agreements

Thank you, please add the  revocable permit for the horses.

From: White, Cherie
Sent: Wednesday, April 30, 2008 3:02 PM
To: Iverson, Terry
Subject: RE: Copies of executed lease agreements

Still awaiting the City Attorney's signature...

Cheryl White, CMC, City Clerk www.cityofstuart.com

Please Note: Florida has a broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

A smile is a curve that sets everything straight. -Phyllis Diller

From: Iverson, Terry
Sent: Monday, April 28, 2008 9:07 AM
To: White, Cherie
Cc: Sullenger, Barbara
Subject: Copies of executed lease agreements

Cherie,

This is just a reminder that Purchasing  will need executed copies of the three leases on tonight's agenda (Collective Design, American Tower and Cetpac, LLC). 

Thank you,

Terry Iverson
Purchasing Manager

From: Origin ID: CEFA (781) 926-4635
Land Lease Representative
American Tower Corp
10 Presidential Way

Woburn, MA 01801



JCL 5884842922

Ship Date: 22AUG08
ActWgt: 0.1 LB
System#: 7767233/NET8061
Account#: S *****

Delivery Address Bar Code



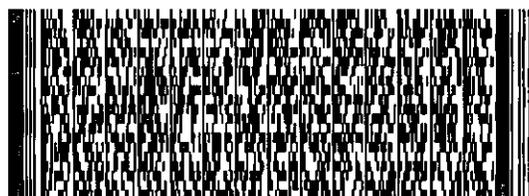
Ref # +231
Invoice #
PO #
Dept # CTP0-TAPP

SHIP TO: (772) 288-5306 BILL SENDER
Cherie White
City of Stuart
121 SW FLAGLER AVE

STUART, FL 34994

TRK# 7960 6367 6170
0201

TUE - 26AUG AA
** 2DAY **



SH SUAA

34994
FL-US
FLL



After printing this label:

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1. 2nd Amendment to Agreement page 4.

2. Includes Sub-lease for Metro PCS Calif/Fla Inc at page 14

Includes Sub lease T Mobile at page 21 REs 198-05

Lease amendment to add generator see page 35

pg 37 Res. 43-08 extending the lease

pg 54 Res 33-2013 extending the lease