

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20021171

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Second Amendment to the Nextel / Alico Tower Antenna License Agreement.

WHY ACTION IS NECESSARY: To modify and amend the Agreement and First Amendment to adjust the mounting height on the Alico Tower from 250 feet to 225 feet.

WHAT ACTION ACCOMPLISHES: This Amendment to the Agreement adjusts the mounting height of the antenna from 250 feet to 225 feet.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C7A

3. MEETING DATE:

10-29-2002

4. AGENDA:

☒ **CONSENT**
☐ **ADMINISTRATIVE**
☐ **APPEALS**
☐ **PUBLIC**
☐ **WALK ON**
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

☐ **STATUTE**
☐ **ORDINANCE**
☐ **ADMIN. CODE**
☒ **OTHER**

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT Public Safety

C. DIVISION

BY: *John Wilson, Director*

7. BACKGROUND:

Lee County and Nextel Communications entered into a License Agreement and Memorandum of Agreement on September 26, 2000. The Parties executed a First Amendment to the License Agreement on October 23, 2001, which was an amendment to the description of premises thereby readjusting the easements.

Attachments: Four (4) Original Second Amendment Documents to the Alico Tower Antenna License Agreement
Three (3) Original Memorandum of Amendments

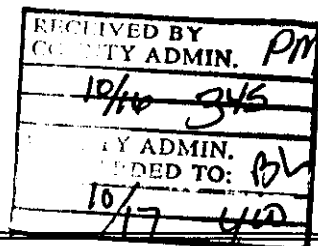
8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>Ardena</i>	OA	OM	RISK	GC	<i>PM</i>
				<i>Base</i>	<i>P.M. 10/16/02</i>	<i>W.S. 10/17</i>	<i>BS 10/17/02</i>	<i>AS 10/16/02</i>	

10. COMMISSION ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**



Letter of Transmittal

To: Andrea Fraser
From: Sidney Wiant
Date: 10/03/02
Re: Nextel / Alico Tower License Agreement Amendment

Andrea,

Please find enclosed (4) original 2nd Amendments and (3) original Memorandum of Amendments, signed by Nextel.

Upon full execution, please return (3) Amendments and (2) Memorandum of Amendments to my attention.

Thank you for your assistance.



Sidney Wiant

NEXTEL Communications
12995 S. Cleveland Ave. Suite #171
Fort Myers, FL 33907
(239) 931-4328 Office
(239) 633-4073 Mobile
(239) 931-4393 FAX

Sidney Wiant for Nextel Communications

NEXTEL COMMUNICATIONS

**SECOND AMENDMENT TO
ALICO TOWER ANTENNA LICENSE AGREEMENT**

This Second Amendment to Alico Tower Antenna License Agreement, hereinafter referred to as "Second Amendment", is made this ____ day of _____, 2002 by and between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "Owner" or "County") and NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications, whose address is 851 Trafalgar Court, Suite 300E, Maitland, Florida 32751 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Owner and Licensee entered into a telecommunications tower license Agreement, dated on September 26th, 2000, hereinafter referred to as "Agreement", for the use of a portion of the property and space on the "Alico Tower" described in the License ("the Premises" or "Licensed Property"); and

WHEREAS, the parties entered into that First Amendment to Alico Tower Antenna License Agreement dated October 23rd, 2001 ("First Amendment"), wherein the Owner and Licensee agreed to Delete Exhibit "B" in its entirety, and replace it with the revised Exhibit "B-1".

WHEREAS, the parties now desire to modify and amend the Agreement and First Amendment to adjust the mounting height on the Alico Tower from 250' to 225';

NOW, THEREFORE, in consideration of the execution of this Second Amendment, and the mutual promises, terms, covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated by reference.
2. Exhibit "A" is deleted in its entirety and replaced by the attached Revised Exhibit "A-1".
3. Exhibit "B-1" is deleted in its entirety and replaced by the attached Revised Exhibit "B-2".
4. All other items remain unchanged and in full force and effect.

5. It is the intention of the parties hereto, that in the event of any conflict between the terms of the Agreement and this Second Amendment, this Second Amendment shall prevail and any conflicting language, terms or provisions in the Agreement shall be inoperative. Capitalized terms in this Second Amendment shall have the same meaning as are given in the Agreement, unless otherwise defined in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease Agreement on the date and year first above written.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Market: Southwest Florida
Site No: FL-2750E
Site Name: Bell Villa

COUNTY:

Lee County, a political subdivision of the State of Florida

Signed sealed and delivered
In the presence of:

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, as _____ of Lee County, a political subdivision of the State of Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Print Name

My commission expires: _____

By: _____

Print Name: _____

Title: _____

Signed sealed and delivered
in the presence of:

Witness
Print Name: Nichole Davis

Witness
Print Name: Heather D. Rene

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Richard A. Konkey, as Vice President of Engineering & Operations of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public
Stephanie Kauffman
Print Name

My commission expires: 4/29/06

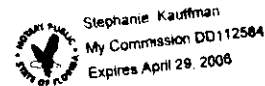
LICENSEE:

NEXTEL SOUTH CORP., a Georgia corporation, d/b/a Nextel Communications

By: Richard A. Konkey

Print Name: Richard A. Konkey

Title: Vice President of Engineering & Operations



Market: SW FLORIDA
Site No.: FL-2750-F
Site Name: BELL VILLA

EXHIBIT A-1

DESCRIPTION OF PROPERTY

to the Second Amendment dated _____, by and between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "Owner" or "County"), and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Licensee.

The Land is described and/or depicted as follows (metes and bounds description):

Property: All that part of Section 22, Township 46 South, Range 26 East, lying North of the North right-of-way line of County Road as now located, known as "Corkscrew Grade" and East of County Road known as "Alico Road", Lee County, Florida

290' GUYED TOWER

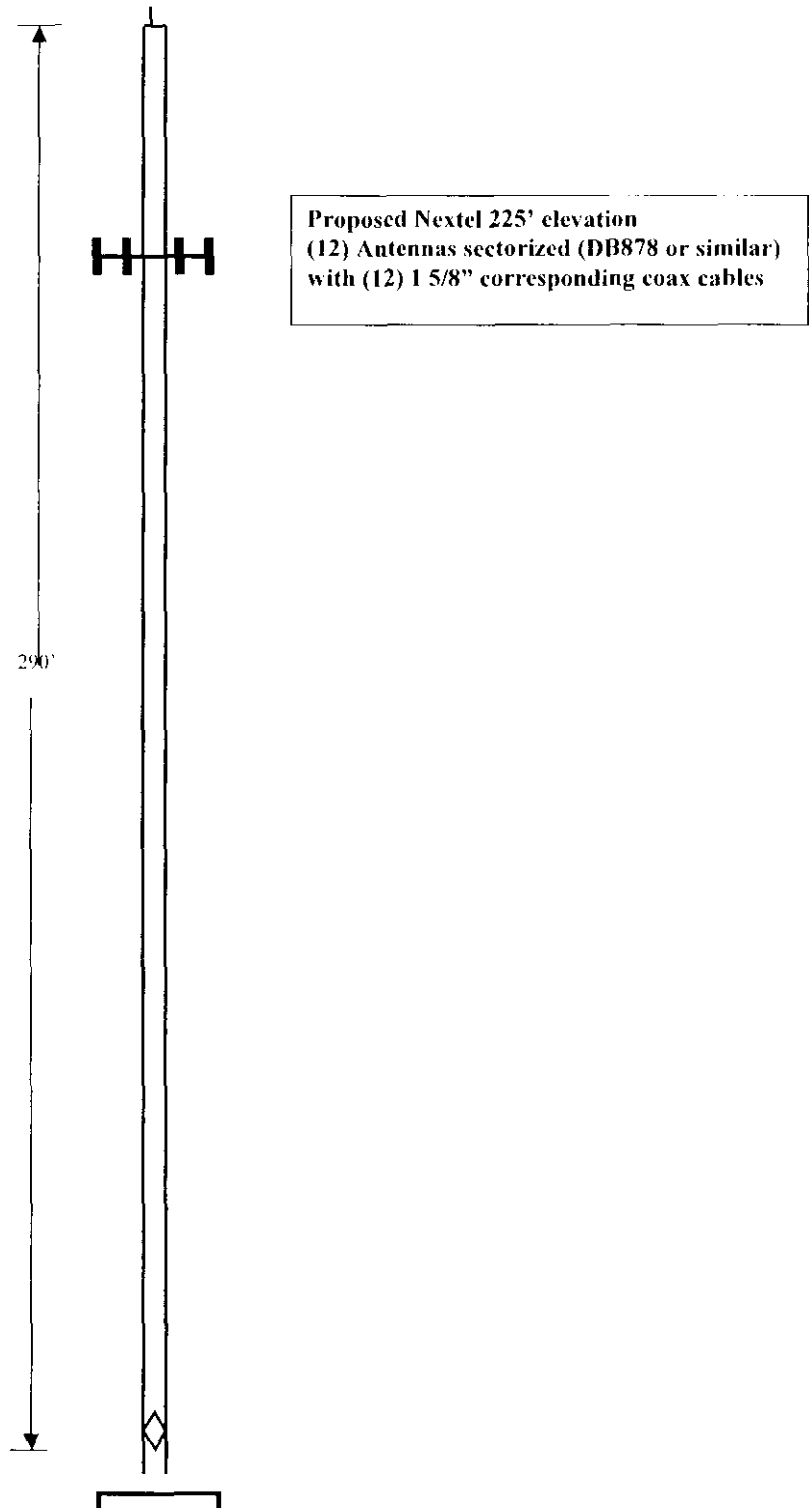
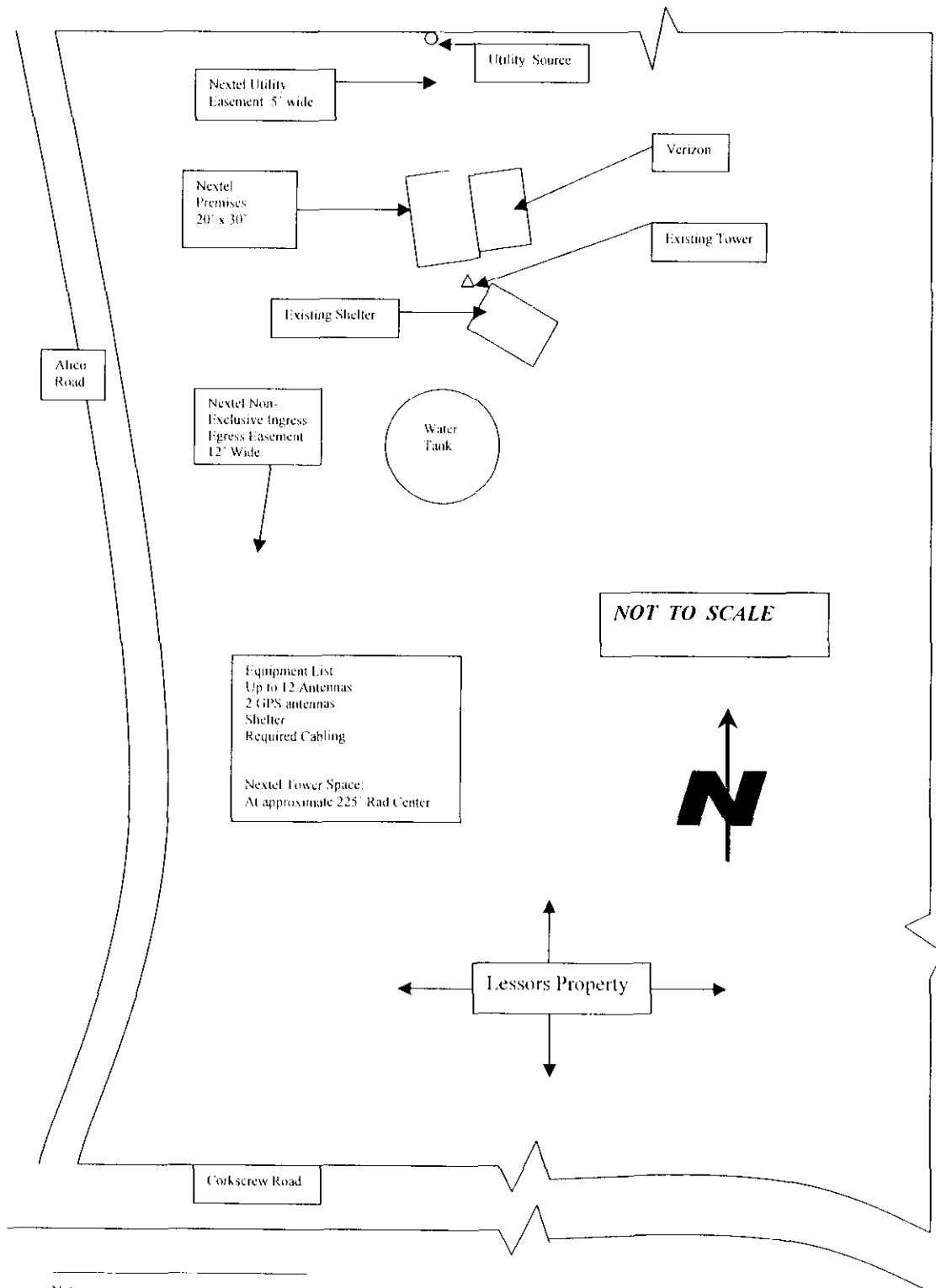


EXHIBIT B-2

DESCRIPTION OF PREMISES

to the Second Amendment dated _____, by and between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "Owner" or "County"), and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Licensee.

The Premises are described and/or depicted as follows:



Notes:

- 1) This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee
- 2) Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities
- 3) Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments
- 4) The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Prepared by:
Paula Hickman, Esq.,
Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751

Return to:
Property Manager
Nextel Communications
851 Trafalgar Court, Suite 300E
Maitland, FL 32751

MEMORANDUM OF AMENDMENT

This Memorandum of Amendment is entered into this _____ day of _____, 2002, by and between Lee County, a political subdivision of the State of Florida, with an address at P.O. Box 398, Fort Myers, FL 33902-0398 (herein after referred to as "County") and Nextel South Corp., a Georgia corporation d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland FL 32751 (hereinafter referred to as "Licensee").

Whereas County and Licensee entered into a Alico Tower License Agreement ("Agreement") on the 26th day of September, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements; And,

Whereas a Memorandum of Agreement was executed on the 26th day of September, 2000, and recorded in O.R. Book 03329, Page 4077, of the official public records of Lee County, Florida on November 21, 2000.

Whereas a Memorandum of Amendment was executed on the 23rd day of October, 2001, and recorded in O.R. Book 03512, Page 4590, of the official public records of Lee County, Florida on November 1, 2001.

Whereas, County and Licensee now desire to modify and amend the recorded Memorandum of Amendment;

Now therefore, in consideration of the execution of this Memorandum of Amendment, and the mutual promises, terms, covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated by reference.
2. Exhibit "A" is deleted in its entirety and replaced by the attached Revised Exhibit "A-1".
3. Exhibit "B-1" is deleted in its entirety and replaced by the attached Revised Exhibit "B-2".
4. The Land which is the subject of the Agreement is in Lee County, Florida, described in Exhibit A-1 annexed hereto. The portion of the Land being leased to Licensee ("The Premises") is described in Exhibit B-2 annexed hereto.
5. All other items of the Agreement and Memorandum of Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment as of the day and year first above written.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

COUNTY:

Lee County, a political subdivision of the State of Florida

By: _____

Print Name: _____

Title _____

Date: _____

STATE OF _____

COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____ as _____ of Lee County a political subdivision of the State of Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

LICENSEE:

Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: Richard A. Konkey

Name: Richard A. Konkey

Title: Vice President of Engineering & Operations

Date: 9/25/06

STATE OF FLORIDA

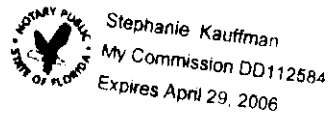
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Richard A. Konkey, as Vice President of Engineering & Operations of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, a Florida corporation who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
Notary Public

(SEAL)



My commission expires: 4/29/06

Market: SW FLORIDA
Site No: FL-2750-E
Site Name: BELL VILLA

EXHIBIT A-1

DESCRIPTION OF PROPERTY

to the Memorandum of Amendment dated ____, ____, ____, by and between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "Owner" or "County"), and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Licensee.

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290' GUYED TOWER

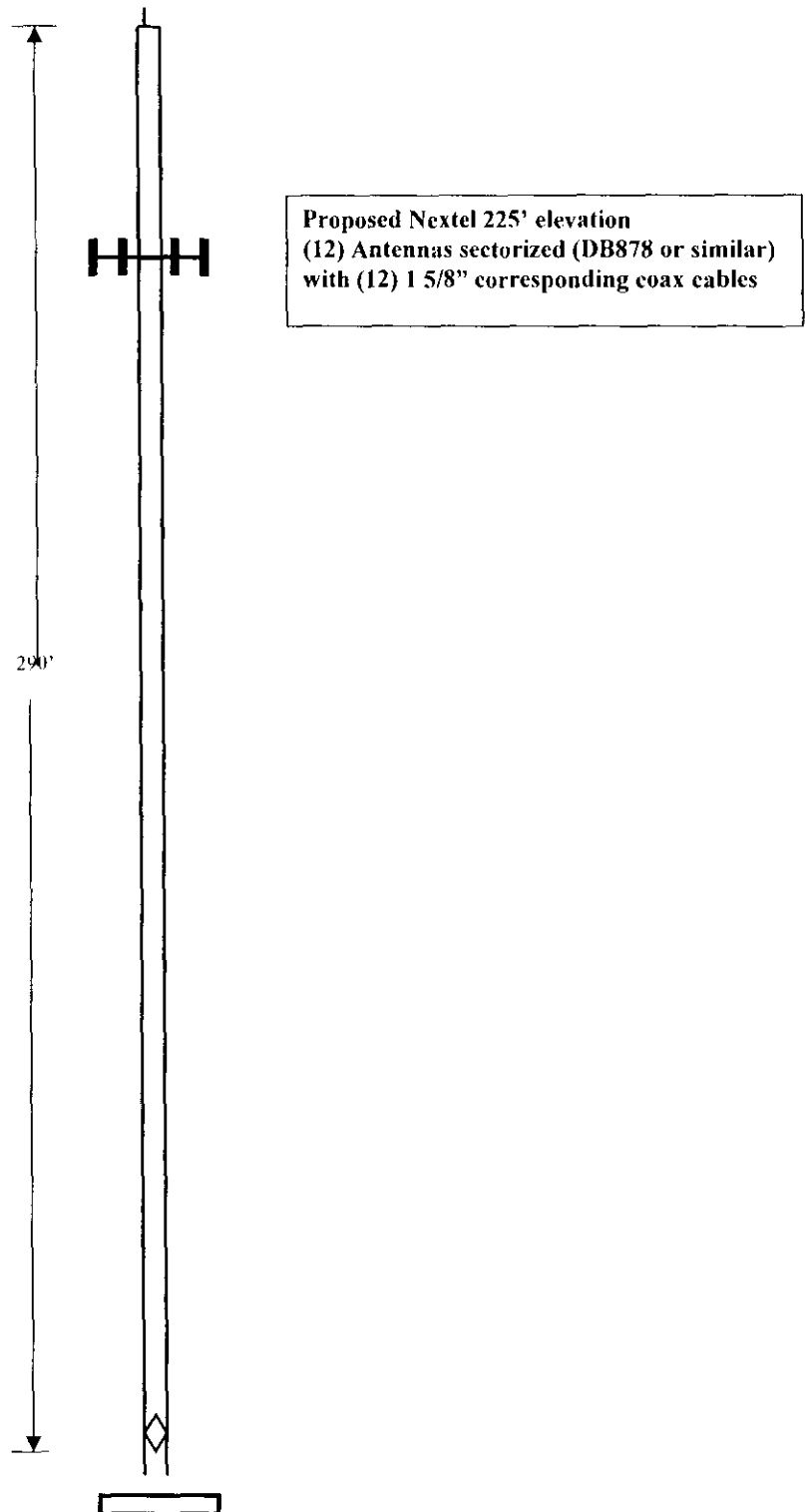
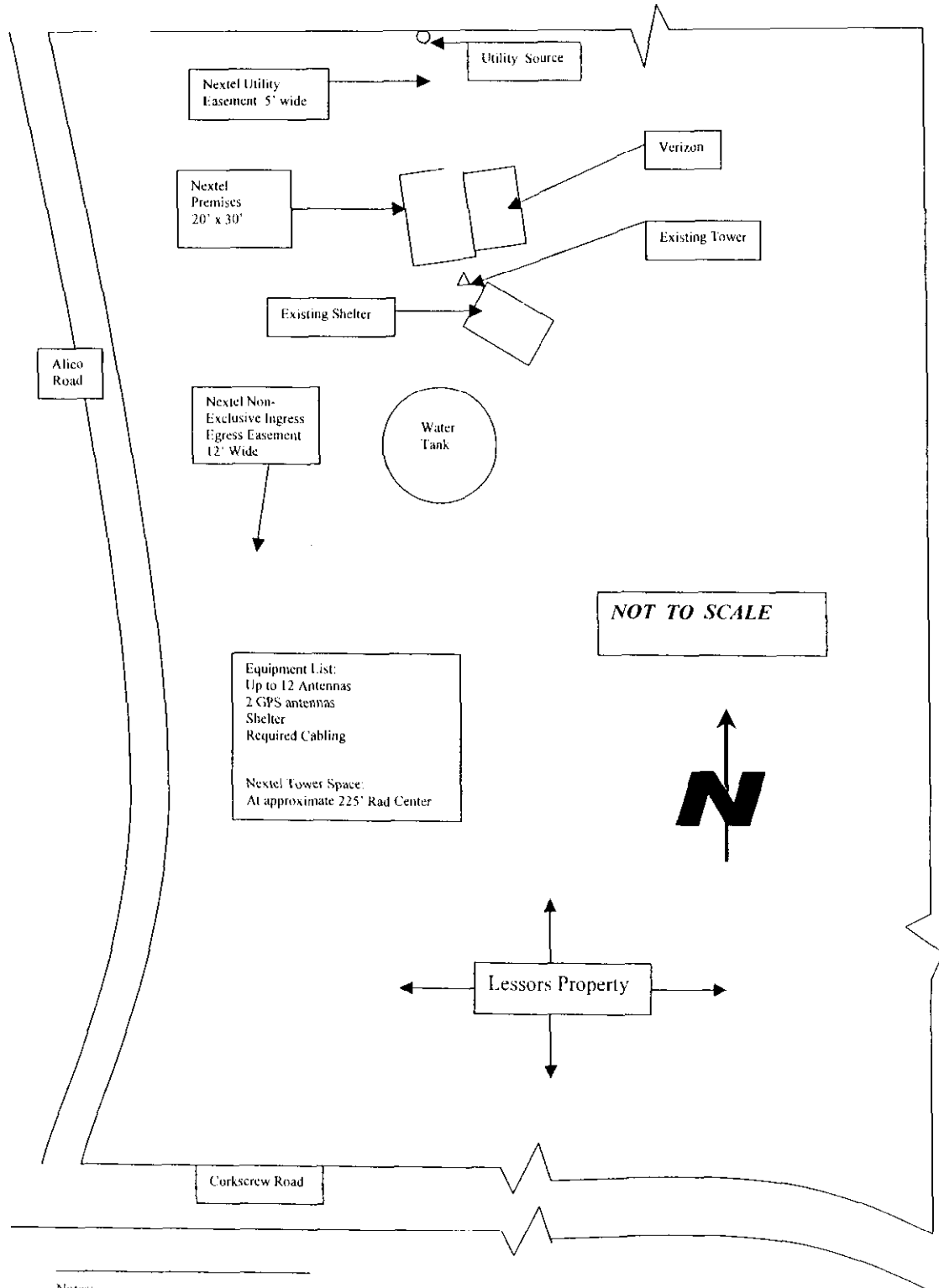


EXHIBIT B-2

DESCRIPTION OF PREMISES

to the Memorandum of Amendment dated _____ by and between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "Owner" or "County"), and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Licensee.

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