

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

Blue Sheet No. 20060858

1. ACTION REQUESTED/PURPOSE: Approve the Third Amendment to the Alico Tower Antenna License Agreement between Lee County and Nextel South Corp.

2. WHAT ACTION ACCOMPLISHES: Modifies and amends the original Agreement as well as the First and Second Amendments. The Third Amendment would increase the square footage of the Premises, adjust the annual License Fee, and update Licensee's notice addresses.

3. MANAGEMENT RECOMMENDATION: Approve Third Amendment to License Agreement.

4. Departmental Category: C7A		5. Meeting Date: 8-01-06
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>Public Safety</u> By: <i>Michael C. Bridges</i> Michael C. Bridges Deputy Director

9. Background:

Lee County and Nextel Communications entered into a License 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. A Second Amendment to the License Agreement was executed on October 29, 2002, adjusting the mounting height of the antenna from 250 feet to 225 feet.

This Third Amendment allows for additional leased space in the tower compound of approximately two hundred ten (210) square feet for the installation of a generator and supporting equipment; an increase of one hundred fifty dollars (\$150.00) to the monthly License fee currently in effect as of the start of construction of the modifications under this Amendment; and updates the Licensee's notice addresses.

ATTACHMENTS: (6) Original - Third Amendment to Alico Tower Antenna License Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>Michael C. Bridges</i>				<i>Andrew Fuller</i>	Analyst <i>6/26/06</i>	Risk <i>6/26/06</i>	Grants <i>6/26/06</i>	Mgr. <i>6/26/06</i>	<i>KS 10/26/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
6/26/06 12:25 -sup.

COUNTY ADMIN
FORWARDED TO:

Rec. by CoAtty

Date: *6/26/06*

Time: *10:40 AM*

Forwarded To: *Michael C. Bridges*

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

This Third Amendment to Alico Tower Antenna License Agreement ("Amendment") is made as of this _____ day of _____ 2006, by and between Lee County, a political subdivision of the State of Florida with offices located at 2115 Second Street, Fort Myers, FL 33901 (hereinafter referred to as "Owner or County") and Nextel South Corp., a Georgia corporation with offices located at 851 Trafalgar Court, Suite 300E, Maitland, Florida 32751 (hereinafter referred to as "Licensee")

WITNESSETH:

WHEREAS, Owner and Licensee entered into a certain License Agreement dated September 26, 2000, (hereinafter referred to as the "Agreement"), for premises consisting of approximately Six hundred (600) square feet located at the Alico Tower 16101 Alico Road (the "Premises"), space on the tower, and all access and utility easements, if any (hereinafter collectively referred to as the "Premises"); and

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

Whereas, the Parties entered into that Second Amendment to Alico Tower Antenna License Agreement dated October 29, 2002, ("Second Amendment"), wherein Owner and Licensee agreed to adjust the mounting height on the Alico Tower from 250' to 225'. Exhibit "A" deleted in its entirety and replaced with Exhibit "A-1". Exhibit "B-1" deleted in its entirety and replaced with Exhibit "B-2"; and

WHEREAS, Owner and Licensee agree that the Agreement provides that Licensee shall have the right to operate communications services at the Premises; and

WHEREAS, the parties now desire to modify and amend the Agreement in order to increase the square footage of the Premises, adjust the annual License fee, and update Licensee's notice addresses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 2 of the original Agreement, entitled Licensed Property, is amended to reflect the addition of leased space in the tower compound of approximately Two hundred ten (210) square feet for the installation of a generator and supporting equipment. The parties also agree that the costs for the installation of Licensee's generator shall be borne by Licensee.

2. Paragraph 3 of the original Agreement, entitled Term and License Fee, is amended to reflect an increase of One Hundred Fifty Dollars (\$150.00) to the monthly License fee currently in effect as of the start of construction of the modifications under this Amendment.

3. Paragraph 10 of the original Agreement entitled Notice, is amended to update Licensee's notice addresses as follows:

Licensee:
Nextel South Corp.
851 Trafalgar Court, Suite 300E
Maitland, Florida 32751
ATTN: Property Manager

with a copy to:
Sprint
2001 Edmund Halley Drive
Reston, Virginia 20191-3436
ATTN: Regional Legal Services, Contracts Manager

4. Exhibit B-2 to the Agreement is amended to include the attached Supplement to Exhibit B-2. Any and all references to Exhibit B-2 shall hereinafter include Supplement to Exhibit B-2.

5. Effective as of the date of this Amendment, Licensee has the right to do all work necessary to prepare, maintain and alter the Premises in accordance with this Amendment and as may be necessary for Licensee's business operations at the Premises. All alterations, changes and equipment modifications made pursuant to this Amendment shall be made in compliance with the terms, covenants and conditions of the Agreement, as hereby amended, and shall remain Licensee's personal property and are not fixtures. Owner and Licensee further affirm that title to the Licensee's Facilities (including any modifications made in accordance with this Amendment) shall be held by Licensee.

6. Miscellaneous.

(a) All capitalized terms used herein, unless otherwise defined herein, shall be defined in conformity with the terms and conditions of the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth herein, all provisions of the Agreement remain unchanged and in full force and effect.

(c) This Amendment may be executed in multiple counterparts, each copy of which shall be deemed an original document.

7. All other terms and conditions shall remain unchanged, except for those addressed above.

IN WITNESS WHEREOF, the parties have executed this instrument as a sealed instrument as of the day and year first written above.

COUNY:

Lee County, a political subdivision of the
State of Florida

LICENSEE:

Nextel South Corp., a Georgia corporation

By: _____

Name: _____

Title: _____

Date: _____

Witnesses for _____:

Print Name: _____

Print Name: _____

By: David Wong

Name: David Wong

Title: Area Manager Site Development

Date: 6/8/06

Witnesses for David Wong:

Print Name: Patricia Arnett

Print Name: Troyce Gill

SUPPLEMENT TO EXHIBIT B-2
To ALICO TOWER ANTENNA LICENSE Agreement dated September 26, 2000

DESCRIPTION OF PREMISES

To the Third Amendment to the License Agreement dated _____, by and between Lee County, a political subdivision of the State of Florida, and Nextel South Corp., a Georgia corporation as Licensee.

SEE ATTACHED

