RESOLUTION 08-01-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CROWN CASTLE SOUTH LLC, FOR THE LEASING OF CERTAIN PORTIONS OF THE TOWN'S PROPERTY LOCATED AT 700 SIXTH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, on August 13, 1994, the Town and Crown Castle South LLC (Tenant) entered into an Agreement whereby the Tenant leases from the Town certain real property (the Agreement), a copy of which is attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the real property the Tenant leases from the Town is located at 700 6th Street, Lake Park, Florida 33403 (the Premises); and

WHEREAS, on September 29, 2015, the Town and Tenant executed the first amendment to the Agreement; and

WHEREAS, at the time of the Agreement's execution and the subsequent first amendment to the Agreement, the parties did not incorporate a survey specifically describing the Premises into the Agreement; and

WHEREAS, the Tenant, in coordination with the Town, has obtained a survey of the Premises, and has submitted it to the Town for its inclusion in the Second Amendment to the Agreement; and

WHEREAS, the Town Manager has determined that it is appropriate to incorporate the survey into the Second Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

<u>Section 1.</u> The whereas clauses are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the Second Amendment to the Agreement between the Town and Crown Castle South LLC, which includes a survey of the Premises.

Section 3. This Resolution shall take effect immediately upon its execution.

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

and upon being put to a forecast vote, the vote was as forever		
	AYE	NAY
VICE-MAYOR KIMBERLY GLAS-CASTRO	_	
COMMISSIONER JOHN LINDEN	_	
COMMISSIONER ROGER MICHAUD		
COMMISSIONER MARY BETH TAYLOR	_	
The Town Commission thereupon declared the foregoing Resolution 08-01-3		
duly passed and adopted this 18 day of January, 2023.		
TOWN OF LAKE PARK, FLORIDA		
BY Long 1000 KIMBERLY GLAS-CASTRO VICE-MAYOR		
ATTEST:		

VIVIAN MENDEZ

TOWN CLERK

(TOWN SEAL)

SEAL

FLORIDA

Approved as to form and legal sufficiency:

BY:

TOWN ATTORNEY

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made effective this 18 day of Jonuary, 2022 ("Effective Date"), by and between the TOWN OF LAKE PARK, a Florida municipal corporation (hereinafter referred to as "Town") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, by and through its Attorney in Fact, CROWN CASTLE SOUTH LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, the Town and Bellsouth Mobility Inc., a Georgia corporation ("BellSouth") entered into a Lease Agreement dated August 1, 1994 (the "Lease"), a memorandum of which was recorded in Book 8391, Page 594 in the Office of the Clerk of Court of Palm Beach County, State of Florida ("Clerk's Office"), whereby BellSouth leased certain real property, together with access, maintenance and utility easements and rights of way, located at 700 6th Street, Lake Park, Palm Beach County, State of Florida (hereinafter referred to as the "Premises"), all located within certain real property owned by the Town ("Town's Property"); and

WHEREAS, the Town and Tenant entered into that First Amendment to Lease Agreement dated September 29, 2015 ("First Amendment"), a memorandum of which was recorded in the Clerk's Office on November 6, 2015 as Document No. 20150411158 (hereinafter the Lease and the First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, at the time of the Agreement's execution and subsequent amendment, the parties did not possess a survey specifically describing the Premises; and

WHEREAS, the Tenant, in coordination with the Town, has now obtained a survey of the Premises, and has submitted to the Town for consideration a Second Amendment (the Amendment) to the Agreement to append said survey in the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

- 1. <u>Recitals; Defined Terms</u>. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
- 2. <u>Survey of the Premises</u>. Tenant has obtained a survey specifically describing the Premises ("Survey"). The Survey is attached hereto as Exhibit A-1 to this Second Amendment and shall update and replace Exhibit A of the Agreement.
- 3. <u>Counterparts</u>. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be

deemed to constitute one and the same instrument. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

- 4. <u>Remainder of Agreement Unaffected.</u> In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.
- 5. Recording. Tenant shall have the right to record a memorandum of this Second Amendment with the appropriate recording officer. The Town shall execute and deliver such a memorandum, for no additional consideration, promptly upon Tenant's request.

[Signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:

TOWN OF LAKE PARK,

a Florida municipal corporation

The state of the s

Print Name: Nimberry Glas-Cas

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: CROWN CASTLE SOUTH LLC, a Delaware limited liability company Its: Attorney in Fact

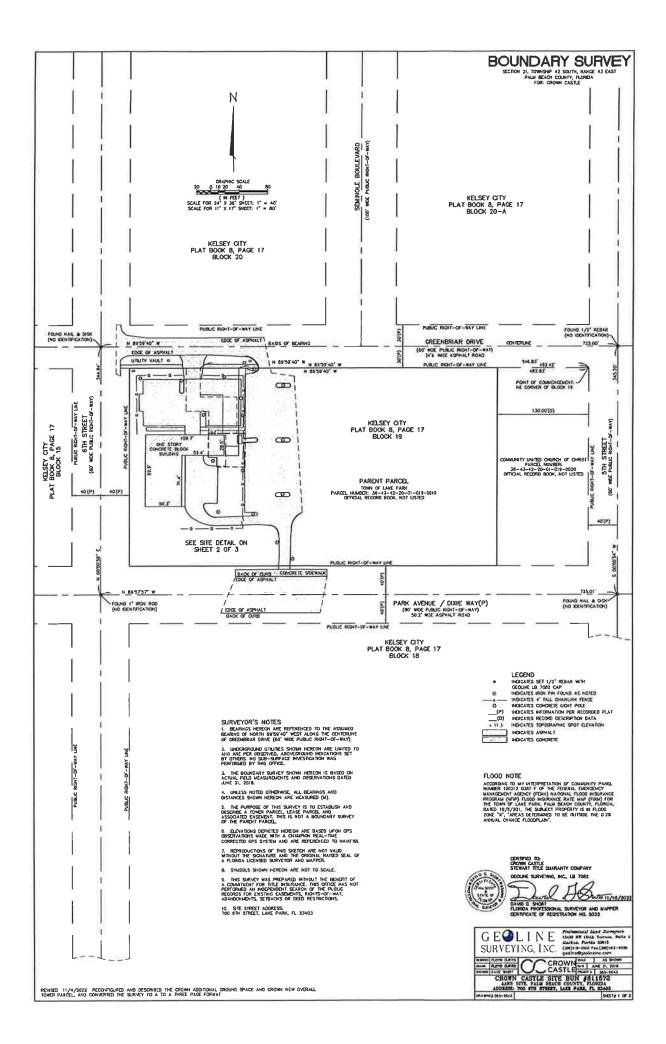
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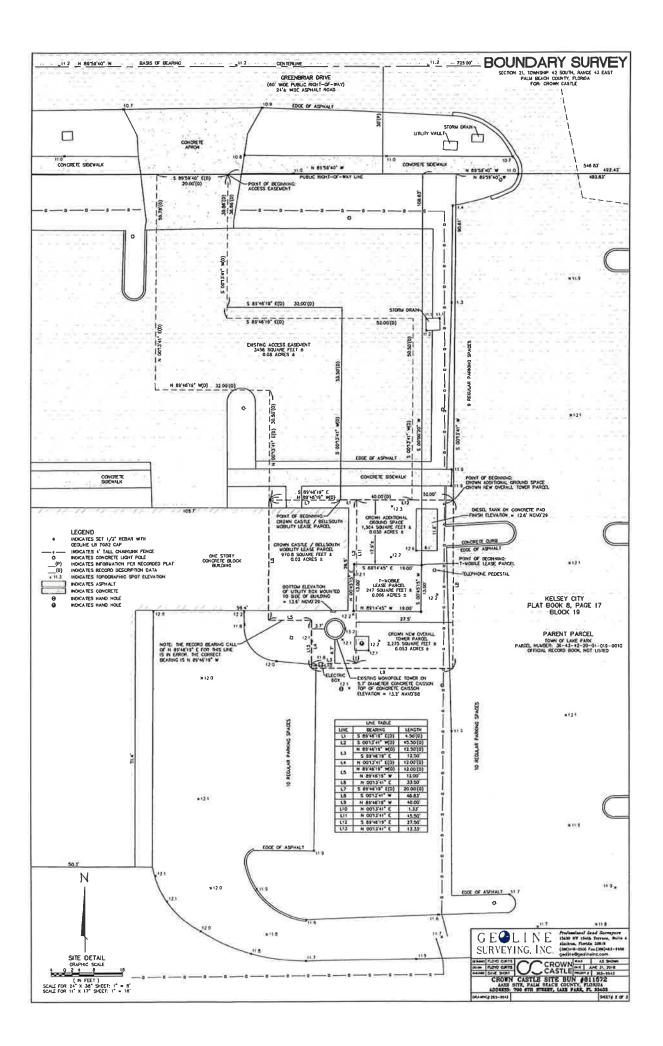
Title: Manager RE Transactions

Site Name: AARB BRA110 Business Unit #:811572

EXHIBIT A-1 (Survey of the Premises) (See Attached)

Site Name: AARB BRA110 Business Unit #:811572

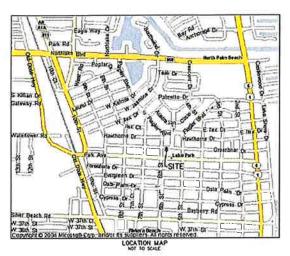




BOUNDARY SURVEY

SECTION 21, TOWNSHIP 42 SOUTH, RANSE 43 EAS PAUN BEACH COUNTY, FLORIDA FOR: CROWN CASTLE





PROPERTY DESCRIPTIONS

PARENT PARCEL (PROVIDED BY THE CLIENT)

ALL OF BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK & PAGE 17 OF THE PUBLIC RECORDS OF PAUL BEACH COUNTY, FLORIDA; LYING IN THE CITY OF LAKE PAIR.

DROWN CASTLE / BELLSOUTH MOBILITY LEASE PARCEL (PROVIDED BY THE CUENT)

A PARCEL OF LAND IN BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17 OF THE PUBLIC RECORDS OF PALLI BEACH COUNTY, TOORDA, BEING LONG PARTICULARLY OF SCORDED AS FOLLOWS:

CONTAINING 970 A SOULARE FEET OR DIO2 ACRES MORE OR LESS

CROWN ADDITIONAL CROUND SPACE (PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOOK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PAUL BEACH COUNTY, EXDRAGA, SITUATED IN SECTION 21, 10WHSP# 42 SQUIM, RANGE 45 EAST, SAID PAUL BEACH COUNTY, BEING MICE PARTICULARY DESCRIBED AS FOLLOWS:

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CONTAINING 1,304 SQUARE FEET (0.030 ACRES), WORE OR LESS

PROPERTY DESCRIPTIONS (PREPARED BY GLOUNE SURVEYING, NC.)

THAT PART OF BLOCK 19, KELSEY OTY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 15 OF THE PUBLIC RECORDS OF PAUM BEACH CONNTY, ROBORD, STRIATED IN SECTION 13, TOMMSHP 42 SOUTH, RANGE A3 EAST, SAID PALM BEACH COUNTY, BERNE UNDER PARTICULARLY DESCRIBED AS TOLLOWS.

BEING WORE PARTICULARLY DESCRIBED AS TRAILORS.

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CONTAINING 2.275 SQUARE FEET (0.052 ACRES), MORE OR LESS. EXISTING ACCESS EASEVENT (PROVIDED BY THE CLENT)

A PARCEL OF LAND IN BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PACE 17 OF THE PUBBLE RECORDS OF PAULI BEACH COUNTY, FLORIDA, BEING MORE PARTICILIZARY DESCRIBED AS FOLLOWS:

CONTAINING 3458 SQUARE FEET OR 0.08 ACRES MORE OR LESS

T-WORLE LEASE PARCEL (PREPARED BY GEOLINE SURVEYING, NC.)

THAT PART OF BLOCK 19, KELSEY OTN, AS POR PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PAUL BEACH COUNTY, LOODED, STUATE IN FURDING RECORDS OF TOM-SIGH 42 SOUTH, RANGE 43 EAST, SAID FALLIN BLOCK COUNTY, BERNEY MORE PARTICULARLY, BEOSKRED AS FOLLOWS:

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CONTAINING 247 SQUARE FEET (0.008 ACRES), MORE OR LESS

