



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:

1. **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).
2. **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).
3. **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**.
4. **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: _____

Date: 3/28/2012

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

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201__, before me, the undersigned Notary Public, personally appeared _____, 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

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: Reese Byrd

Signature: [Signature]
Print Name: Dawn Curran

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 Rossi, 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]

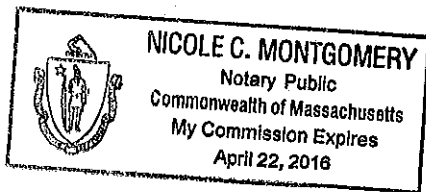


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