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January 20, 2006

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

060049-TL

Dear Ms. Bayó:

Enclosed for filing on behalf of Broward County, Florida are an original and fifteen copies of Broward County, Florida's Petition for Declaratory Statement.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,


Floyd R. Self

FRS/amb

Enclosures

cc: Nancy B. White, Esq.

DOCUMENT NUMBER-DATE

00572 JAN 20 06

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of the Board of County)
Commissioners of Broward County,)
Florida for Declaratory Statement)
_____)

Docket No. *060049-TL*
Filed: January 20, 2006

PETITION FOR DECLARATORY STATEMENT

Broward County, Florida ("Broward County"), by and through its Board of County Commissioners, pursuant to Section 120.565, Florida Statutes, and Rule 28-105.002, Florida Administrative Code, hereby files this Petition for a Declaratory Statement from the Florida Public Service Commission. This Petition seeks a declaration regarding the applicability of BellSouth Telecommunications, Inc. ("BellSouth") tariff provisions to the rent and relocation obligations associated with a BellSouth switching equipment building, known as a "Maxihut," located at the Fort Lauderdale-Hollywood International Airport ("Airport") on property leased by BellSouth from Broward County's Aviation Department. In support of its Petition, Broward County states as follows:

- 1. Petitioner's name and address are:

Broward County, Florida
Aviation Department
Fort Lauderdale - Hollywood International Airport
320 Terminal Drive
Fort Lauderdale, Florida 33315

- 2. All notices, Orders or documents regarding this Petition should be directed to:

Christine C. Lee, Esq.
Assistant County Attorney
Office of the County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 359-6164 (phone)
(954) 359-1292 (facsimile)

Floyd Self, Esq.
Messer, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
(850) 425-5213 (phone)
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3. Broward County owns and operates the Fort Lauderdale-Hollywood International Airport. Broward County has entered into numerous leases with commercial air carriers, aircraft support service providers, aircraft catering companies, terminal vendors, rental car and ground transportation providers, other vendors and suppliers, and units of government (including but not limited to the Federal Aviation Administration, U.S. Postal Service, U.S. Public Health Service, U.S. Department of Homeland Security, and the Broward County Sheriff's Department) each of which conduct business on the grounds of the Airport. At the most recent count, there are 178 separate and direct tenants conducting business at the Airport. Some of those customers receive service from BellSouth at multiple locations.¹

4. BellSouth, and its predecessor Southern Bell Telephone and Telegraph Company ("Southern Bell"), provides telephone service to Broward County and, on information and belief, to each of the 178 businesses and units of government ("customers") identified in paragraph 3. The service is provided by BellSouth directly to the customers under service agreements with those individual customers. Billing for service is made by BellSouth directly to the customers, and payment is made by the customers directly to BellSouth. Although Broward County is a customer of BellSouth, it is but one of a total of 179 BellSouth customers at the Airport receiving telephone service under its own service agreements. Service to BellSouth customers doing business at the Airport is not provided by Broward County as a shared tenant services provider.²

¹ The Airport includes four separate commercial terminals. Each terminal contains a full panoply of restaurants, gift shops, newsstands, and other passenger support services. Those businesses are routinely located in each of the four terminal buildings. In addition, air cargo facilities, hangars and other general aviation facilities are located at the Airport. Each location at which a business operates requires and receives telephone service from BellSouth. Therefore, the number of locations at which service is provided far exceeds the number of tenants.

² There may be one or more tenants that receive local telephone service from a carrier other than Bellsouth, but it is Broward County's understanding that most if not all Airport tenants receive service from BellSouth. But no matter which telecommunications company serves each respective tenant, the Airport absolutely does not provide any telecommunications service to any tenant or itself.

5. As discussed in greater detail herein, Broward County is in need of a declaration from the Commission regarding the following questions:

a. whether BellSouth is entitled, by virtue of any provision of its Tariff, or by any statute, rule, or order of the Commission, to use Broward County property for a switching equipment building without Broward County's permission or, if such permission is granted, without BellSouth paying compensation to Broward County for the use of such property; and

b. whether Broward County is required, by virtue of any provision of the Bellsouth Tariff, or by any statute, rule, or order of the Commission, to pay BellSouth for vacating the leased premises upon the expiration, in accordance with the terms of its Lease Agreement with Broward County, or upon otherwise relocating the switching equipment structure as may be required by the Lease Agreement.

The Property Lease

6. On or about July 21, 1983, Southern Bell entered into a Lease Agreement with Broward County for 0.06 acres of property on the Airport grounds on which Southern Bell was to construct an "equipment building." A copy of the Lease Agreement is attached hereto as **Exhibit 1**. The purpose of the lease as agreed upon by Southern Bell, was "for the use and benefit of the public without unjust discrimination" (Exhibit 1, page 2, section 1(b)), and "for the purposes of providing a facility to house multiplex equipment to be used in [Southern Bell's] subscriber carrier system and for no other purposes." Exhibit 1, page 6, section 6(a).

7. In a contemporaneous letter from Southern Bell to Broward County, dated July 15, 1983, Southern Bell represented to Broward County that it was leasing the property "to place a very small telephone switching equipment building called a SLC-96," and that the building was to be a "switching facility . . . to handle the telephone growth needs of the airport and its

immediate area.” A copy of the letter is attached hereto as **Exhibit 2**.

8. In recognition of the primacy of the use of the property for Airport purposes, the parties to the Lease Agreement agreed that Broward County “reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of [Southern Bell], and without interference or hindrance.” Exhibit 1, page 2, section 1(c). The Lease Agreement further provides that Southern Bell “covenants and agrees to yield and deliver peaceably to [Broward County] possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition as at the commencement of the letting, reasonable wear and tear excepted.” Exhibit 1, page 20, section 21.

9. The term of the ground lease was for 10 years, with a renewal option for an additional 10 years. Exhibit 1, page 5, section 3. On January 18, 1993, the ten year option was exercised by BellSouth by means of a letter, which stated that “[t]he property is being used to house a small telephone switching equipment building, called a Subscriber Loop Carrier SLC Hut. . . .” A copy of the letter is attached as **Exhibit 3**.

10. Upon expiration of the lease and renewal period in 2003, the parties engaged in a period of discussion as to the continued use of the property by BellSouth in light of an assessment of the needs of the Airport for additional operational space. On June 18, 2003, several months into the period of negotiation, and by which time Broward County had determined that the space needs of the Airport would require relocation of the switching equipment building, BellSouth first advised the County of its position that it was entitled to occupy Broward County's property without permission from Broward County or compensation to Broward County. A copy of the letter is attached as **Exhibit 4**. On August 19, 2003 the

parties agreed to a shorter term amendment to the lease of two years. BellSouth continued to pay rent during the two year lease extension. A copy of Amendment No. 1 is attached hereto as **Exhibit 5**.

11. On August 23, 2005, the parties entered into a second amendment to the lease to extend the term to November 30, 2005. The obligation of BellSouth to pay rent was suspended pending Broward County's "current investigation into the propriety of charging rent for the leased premises. . . ." A copy of Amendment No. 2 is attached hereto as **Exhibit 6**.

12. Finally, in order to allow for the completion of the investigation as to the obligation of BellSouth to pay rent for the leased premises, BellSouth and Broward County entered into a third amendment to the lease, extending the term to May 31, 2006, and retaining the rent suspension provision from the second amendment. A copy of Amendment No. 3 is attached hereto as **Exhibit 7**.

The "Maxihut"

13. As it pertains to this case, the switching equipment building constructed by BellSouth on the leased premises is generally referred to as a "Maxihut." BellSouth's network wiring enters the Airport property and is routed into the Maxihut. As BellSouth has described it, the equipment inside the Maxihut is distributed network switching and multiplexing equipment which essentially multiplexes digital signals into individual circuits. The individual circuits (copper wire pairs or fiber optic cable) exit the Maxihut and are routed throughout the Airport property to each BellSouth customer's demarcation point.

14. The customer demarcation points are not in or associated with the Maxihut, but are located at each customer's individual point-of-presence, i.e., the network interface device or cross connect block located in each customer's telephone or equipment closet. The demarcation

point is the specific point at which the BellSouth network officially terminates and the customer's wiring responsibilities begin. In that regard, the Commission's rules provide that: "network facilities up to and including the demarcation point are part of the telephone network, provided and maintained by the telecommunications company under tariff." Rule 25-4.0345(3), Florida Administrative Code; *see generally*, Rule 25-4.0345. Thus, *BellSouth is solely responsible for the maintenance and upkeep of all of the wiring that enters the Maxihut, all of the wiring that exits the Maxihut, and all of the equipment inside the Maxihut.*

BellSouth Tariff Provisions

15. BellSouth has asserted that the provisions of its tariff serve to supersede the provisions of the Lease Agreement requiring both payment of rent and surrender of the premises upon expiration of the Agreement. The section of the BellSouth General Subscriber Services Tariff ("Tariff") that has been cited as the basis for BellSouth to place its Maxihut switching equipment building on the Airport property, either without having to pay rent to the property owner or requiring the property owner to pay the costs of relocation, is Section A2.3.9, which provides:

A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises

A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.

B. All operating equipment required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the

Company to maintain a proper standard of service.

16. Section A1 of the Tariff defines a "Subscriber" as:

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of its tariff.

The term "subscriber" is synonymous with the otherwise undefined term "customer" as used throughout the Tariff.

17. Section A1. of the Tariff defines the term "Customer Premises" as:

the discrete real property owned, leased or controlled by a customer for the customer's own business or residential purposes.

18. Section A.1. of the Tariff defines the term "Demarcation Point" as follows:

Demarcation Point is the point of physical interconnection (connecting block, terminal strip, jack, protector or remote isolation device) between the telephone network and the customer's premises wiring. This point is part of the telephone network, provided and maintained by the Company under tariff. The location of this point is:

a. Single Line/Single Customer Building - Either at the point of physical entry to the building or a junction point as close as practicable to the point of entry.

b. Single Line/Multi Customer Building - Within the customer's premises at a point easily accessed by the customer.

c. Multi Line Systems - At a point within the same room and within 25 feet of the FCC registered terminal equipment.

The tariff definition of "demarcation point" is consistent with that found at Rule 25-4.0345(1), F.A.C.

19. Pursuant to the tariff definition, the demarcation point is that point at which

BellSouth's responsibility for the telephone network ends, and the subscribers' responsibility begins. The demarcation point is in almost all instances that pertain to BellSouth's customers at the Airport, including Broward County, a cross connect panel in a utility closet inside the customer's premises or otherwise relatively close to the customer's telephone equipment. It is not in the Maxihut. Therefore, there is nothing in the Tariff that establishes the Maxihut as a subscriber demarcation point, and nothing that requires one of the 179 individual and separate customers to provide space for the BellSouth switching facility at that customer's sole expense.

Suitable Space and Floor Arrangements

20. Section A2.3.9 of the Tariff requires the subscriber/customer to provide suitable space and floor arrangements on its premises for communication facilities provided by the BellSouth. Broward County provides "suitable space and floor arrangements" on its premises for the telecommunications facilities necessary for BellSouth to provide basic telephone service to Broward County by providing BellSouth with access to standard point-of-presence telephone "closets." The numerous other independent BellSouth customers that lease property at the Airport also provide telephone "closets" at each of their individual customer premises. Telephone "closets" are universally recognized as the type of space that is necessary for the placement of a telephone panel capable of receiving the incoming circuit, and providing a convenient point at which responsibility and control for that incoming circuit can be transferred to the customer. Those telephone "closets" are, in accordance with the Tariff, provided rent free to BellSouth and any relocation of them would be at the subscriber's expense.

21. The Maxihut far exceeds anything necessary as "suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber" as that phrase is used in the Tariff.

BellSouth uses the Maxihut as the switching station for numerous customers that lease property at the Airport, not for service to individual subscribers. While Broward County is a subscriber to BellSouth services at the Airport, it is but one of 179 subscribers, most of which have multiple locations and one or more demarcation points for their service. Each of the Airport lessees receive telephone service from BellSouth through separate subscriber agreements with BellSouth. The lessees receive no telephone service from Broward County. BellSouth service to Broward County is provisioned in the same manner as it is to all of the other BellSouth customers at the Airport.

22. Although the other BellSouth customers are lessees of Airport property, they are separate subscribers for purposes of the tariff. In that regard, the Tariff definition of “subscriber” is “[a]ny person, firm, partnership, corporation, municipality, cooperative organization or governmental agency **furnished communication service by the Company** under the provisions and regulations of its tariff.” (e.s.) Likewise, “customer premises” specifically includes “the discrete real property owned, **leased** or controlled by a **customer for the customer's own business . . . purposes.**” (e.s.)

23. This is not a situation in which Broward County is the sole BellSouth customer, providing telephone service to its lessees as part of a leasehold arrangement, as with “Shared Tenant Services.” The Tariff defines “Shared Tenant Services” as “[t]he sharing or resale of a common group of local exchange service access lines through a common switching or billing arrangement to commercial tenants in a single building.” The tenants at the Airport receive local telephone service from BellSouth through their own individual service arrangements and demarcation points with BellSouth. Thus, Broward County is not a Shared Tenant Services provider.

24. If a subscriber fails to make "suitable space and floor arrangements" for the demarcation point, the subscriber is not entitled to receive telephone service. The only entity affected by such a decision is the individual subscriber. Because the Maxihut clearly serves multiple, unaffiliated customers, it is BellSouth's duty to make the necessary arrangements for the placement of such network equipment at its expense. It is not Broward County's duty or obligation to make space available for the placement of BellSouth's network equipment. If Broward County had such an obligation, then there is no limit on BellSouth's ability to place multiple Maxihut/DLC or other such network equipment on the Airport property, or even an entire central office, without permission or compensation. If the Commission were to sanction such a construction of the Tariff, then Bellsouth could place its network equipment on **any** telephone subscriber's property without regard to that subscriber's property rights.

Removal Charges

25. On October 17, 2005, BellSouth provided the Commission's General Counsel's Office with a general analysis of its position on the Maxihut issue. The Tariff subsection relied upon by BellSouth for the proposition that the County is obligated to pay for any relocation of the Maxihut, subsection A5.2.2.F.1.e., is as follows:

Rearrangement and/or Removal Charges

When the Company is requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred.

Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, or ordinance or other legal requirement.

This nonrecurring charge, developed by dividing the total rearrangement and/or removed cost by the total number of subscribers affected by the ordinance, would be billed as a one time charge via the customer's bill. All customers would have the option of paying the full cost upfront or spreading the cost over a specified agreed-to time period via monthly payments.

26. The provision cited above is entirely inapplicable to the situation in this case. BellSouth, in citing subsection A5.2.2.F.1.e., neglected to advise the Commission of the scope of Section A5.2.2. The applicability of Section A5.2.2 is limited by the General provision section, which provides that:

A5.2.2 Liabilities, Charges and Payments for Special

Construction

A. General

1. The various charges and payments that apply **when the Company provides special construction of facilities in accordance with a customer's specific request** are described as follows. The customer must provide the Company with written approval of all liabilities and charges prior to the start of construction. If more than one condition requiring special construction is involved, charges for each condition apply. (emphasis supplied)

It is absolutely clear that the construction of the Maxihut was not special construction undertaken at Broward County's request. Rather, it was construction undertaken at *BellSouth's request*, and was construction undertaken not for Broward County, but "for the use and benefit of the public." Exhibit 1, page 2, section 1(b). Therefore, Section A5.2.2., and its subsections, including Section A5.2.2.F.1.e., are inapplicable to any consideration of the legal status of the Maxihut.

27. There is nothing in Florida law, the rules of the Commission, or the Tariff that abrogates the provisions of a lease freely negotiated and voluntarily entered between two parties. In this case, BellSouth entered into a Lease Agreement with Broward County for a specific term.

The Lease Agreement provides that BellSouth is to “yield and deliver peaceably to [Broward County] possession of the premises” upon expiration of the term of the Lease. Exhibit 1, page 20, section 21. The Tariff does not serve to impair that contractual relationship between BellSouth and Broward County, such that BellSouth would be entitled to hold over without payment, or extract payment from Broward County for surrendering the leased property.

Moving Charges

28. As a part of the ongoing process to improve and modernize the Airport’s facilities as required by the rules and regulations of the Federal Aviation Administration (“FAA”), the Airport is in the process of undertaking various improvements. The Maxihut will have to be moved from its present location at some point in order to fully implement the Airport improvements in compliance with FAA requirements. In prior discussions with BellSouth regarding the Airport improvement plan, BellSouth has refused to pay to move the Maxihut and its associated network cables and equipment.

29. As indicated previously, the signatory parties to the Lease Agreement, in recognition of the primacy of the leased property for aviation related purposes, agreed that Broward County “reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of [Southern Bell], and **without interference or hindrance.**” (e.s.) Exhibit 1, page 2, section 1(c). Moreover, the parties agreed that the lease for the Maxihut space “shall be subordinate to the provisions of any existing or future agreement between [Broward County] and the UNITED STATES relative to the operation or maintenance of the Airport” Exhibit 1, page 3, section 1(e).

30. The Tariff cannot be construed to impair the contract between BellSouth and Broward County, and cannot authorize BellSouth to interfere and hinder the development or

improvement of the Airport property by holding over without payment, or by extracting payment from Broward County for compliance with the terms it agreed to in its Lease regarding the relocation of the Maxihut.

Rental Charges

31. As set forth herein, Broward County only consented to allow BellSouth to use Broward County's property upon the payment of reasonable rent, as would be required of any business requesting use of Airport property. The payment of rent is a requirement not only of the valid contract between BellSouth and Broward County, but is a requirement of the United States Department of Transportation, Federal Aviation Administration.

32. If the Commission concludes that Broward County is required to provide a no-rent lease to BellSouth, that action would place Broward County in violation of Federal Aviation Administration published policies and procedures regarding the use of airport property. The federal Airport Improvement Act (49 U.S.C. §47107, et. seq.) prohibits the diversion of airport revenues to non-airport uses, and requires that airports be as self-sustaining as possible. Pursuant to that Act, the FAA published its Notice of Policies and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696 et seq. (Feb. 16, 1999). Section VI of the policy provides that:

Prohibited uses of airport revenue include but are not limited to:

8. Land rental to, or use of land by, the sponsor for nonaeronautical purposes at less than fair market rental/market value, except to the extent permitted by Section VII.D of this policy [related to public recreational and community uses]. [and]

9. Use of the land by the sponsor for aeronautical purposes rent-free or for nominal rental rates, except to the extent permitted by Section VII.E of this policy [related to non-profit aviation organizations].

64 Fed. Reg. 7720

33. Broward County asserts that the rules of the Commission, and tariffs approved by the Commission, could not have been intended to not only impair private contracts freely entered between parties, but to require the direct violation of federal policies regarding the administration of airport property.

Declaratory Statement

34. A petition seeking a declaratory statement is appropriate when there is a need for “resolving a controversy or answering questions or doubts concerning the applicability of statutory provisions, rules, or orders over which the agency has authority.” Section 120.565(1), Florida Statutes. A tariff, upon acceptance by the Commission, has the force and effect of law. *BellSouth Telecommunications, Inc. v. Jacobs*, 834 So.2d 855, 859 (Fla. 2002). The Commission has exclusive jurisdiction over the regulation of telecommunications companies. Section 364.01(2), Fla. Stat. Thus, it is appropriate for the Commission to enter a declaratory statement as to the applicability of the Tariff provisions to the particular circumstances described herein.

35. Given the significant legal and financial impacts to Broward County that will arise if Broward County is either compelled to give its property rent-free to BellSouth, or to pay BellSouth for the removal or relocation of its switching facility, Broward County is in need of a declaratory statement to resolve questions or doubts as to how the BellSouth Tariff may apply to Broward County's particular circumstances.

36. The provisions of the BellSouth Tariff, which have been approved by the Commission and which have the full force and effect of law, on which the declaratory judgment is sought include the following:

- a. Section A1 - Definitions, including those for “Customer Premises,” “Demarcation Point,” and “Subscriber.”

- b. Section A2.3.9 - Floor Space, Electric Power and Operating at the Subscriber's Premises
- c. Section A5.2.2 - Liabilities, Charges and Payments for Special Construction
- d. Section A5.2.2.A.1. - Liabilities, Charges and Payments for Special Construction
- e. Section A5.2.2.F.1.e. - Rearrangement and/or Removal Charges

37. Broward County is substantially affected by a construction of the BellSouth General Subscriber Services Tariff that would require Broward County to provide Airport property to BellSouth for its switching equipment building at no cost, or require Broward County to pay to relocate the switching equipment building when required to implement Airport improvements or to enforce the expiration and surrender provisions of the BellSouth lease. Such a construction of the BellSouth Tariff would allow BellSouth to expropriate Broward County property for its own use in direct contravention of a valid and enforceable contract, freely negotiated and entered by BellSouth and Broward County, would expose Broward County to unexpected and unnecessary financial expenditures of public funds, and would violate federal airport regulations. Such a construction of the Tariff approved by the Commission would result in the impairment of the private contract entered between BellSouth and Broward County, a result neither contemplated nor required by the Tariff.

38. BellSouth's argument that its Maxihut switching facility is a customer demarcation point is completely belied by the definitions and language of the Tariff itself. In addition, BellSouth's argument to the Commission is completely contrary to the specific agreements made with Broward County at the time it sought the first amendment and extension

of the term (Exhibit 4). That amendment was entered on August 19, 2003, well **after** the 1996 effective date of the relevant BellSouth Tariff provisions, acknowledged and adopted all of the terms of the original Lease Agreement, accepted that BellSouth would have to pay rent for the privilege of using Broward County's property for its switching facility, and specifically provided that:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and [BellSouth and Broward County] agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, [BellSouth and Broward County] agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Exhibit 4, page 3, ¶7.

39. Up to the expiration of the Lease Agreement in 2003, BellSouth recognized that the Lease Agreement for the Maxihut was not controlled or affected by the Tariff, and that rental payments for the use of the property were appropriate. It was only when Broward County sought to enforce the terms of the Lease Agreement regarding the surrender of the premises at the expiration of the lease that BellSouth advanced the argument that the switching facility was actually a "demarcation point" for its telephone service to Airport customers. As set forth herein, BellSouth's Tariff requires only that a customer provide a convenient demarcation point at the site where service to the customer is delivered. It does not require a customer to support and subsidize BellSouth's network switching facilities.

40. In **addition** to the lack of support for BellSouth's position in the Tariff, the Commission should not place itself in the position of supporting or condoning BellSouth's naked attempt to unilaterally abrogate its freely negotiated and agreed upon contractual arrangements

for its network switching facilities. Such support could, at worst, constitute a governmentally sanctioned taking of Broward County's property and, at best, constitute a governmental impairment of Broward County's contractual Lease Agreement with BellSouth.

41. For the reasons set forth herein, Broward County, Florida requests that the Commission issue a Declaratory Statement:

a. that BellSouth is not entitled, by virtue of any provision of its Tariff, or by any statute, rule, or order of the Commission, to use Broward County property for its switching equipment building (the "Maxihut" or any other such equipment structure) without Broward County's permission and, if such permission is granted, without paying compensation for such use;

b. that BellSouth is not entitled, by virtue of any provision of its Tariff, or by any statute, rule, or order of the Commission, to extract payment or relocation costs from Broward County for vacating its leased premises in accordance with the terms of its valid Lease Agreement with Broward County or to otherwise relocate the switching equipment building as may be required by the Lease Agreement.

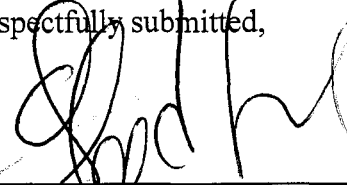
c. that nothing in the Tariff serves to abrogate the terms and conditions of the Lease Agreement entered between BellSouth and Broward County, including amendments thereto, that require the payment of rent to Broward County for the use of its property for the term and amount called for in the Lease Agreement, and that Bellsouth is therefore required to pay rent for its leasehold; and

d. that nothing in the Tariff serves to abrogate the terms and conditions of the Lease Agreement entered between BellSouth and Broward County, including amendments thereto, that govern the termination of the Lease Agreement and the surrender of the premises

upon termination in the manner called for in the Lease Agreement.

WHEREFORE, Broward County, Florida respectfully requests that this Commission grant the declaratory statement requested herein so as to prevent the impairment of its contractual Lease Agreement with BellSouth.

Respectfully submitted,



FLOYD R. SELF, ESQ.
Messer, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
Telephone - (850) 222-0720
E-mail - fself@lawfla.com

Counsel for Broward County, Florida

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 31st day of Mar, 1987, by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter called the "COUNTY"), and having an office in the County Courthouse, in the City of Fort Lauderdale, County of Broward and State of Florida, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY organized under the laws of NEW YORK and authorized to do business in the State of Florida (hereinafter called the "LESSEE"), and having an office and place of business at 6451 NORTH FEDERAL HIGHWAY, ROOM 820 in the City of FORT LAUDERDALE County of BROWARD and State of FLORIDA.

WITNESSETH THAT:

The COUNTY and the LESSEE, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, covenant and agree as follows:

SECTION 1. LETTING

(a) The COUNTY hereby lets to the LESSEE and the LESSEE hereby hires and takes from the COUNTY, at Fort Lauderdale-Hollywood International Airport (sometimes hereinafter referred to as the "AIRPORT"), in the County of Broward, State of Florida, the following described premises:

The lands shown on the plan hereto attached, hereby made a part hereof and marked Exhibit "A" together with all the fixtures, improvements and other property located or to be located or to be constructed therein or thereon, the said lands, structures, fixtures, improvements and other property being hereinafter collectively referred to as the premises or more particularly described as:

LEGAL DESCRIPTION

A parcel of land in Section 28, Township 50 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28 said point having a Florida State Plane Coordinate of N 634,741.787 and E 778,066.846, East Zone;

THENCE on a grid bearing of S 02°01'02" E along the East line of Section 28 a distance of 1,411.73 feet to a point of intersection of the centerline of S.W. 39th Street projected East and the said East line of Section 28;

THENCE S 88°56'01" W along said projection along said centerline a distance of 2,396.97 feet;

THENCE N 89°58'11" W along said centerline a distance of 41.85 feet;

THENCE S 00°01'49" W a distance of 30.00 feet to a point on a line 30.00 South of and parallel with the centerline of said S.W. 39th Street to the POINT OF BEGINNING;

THENCE continue on the last described course a distance of 45.00 feet to a point on a line 75.00 feet South of and parallel with the said centerline of S.W. 39th Street;

THENCE S 89°58'11" W along said parallel line a distance of 85.14 feet;

THENCE N 45°03'49" E a distance of 63.74 feet to a point on a line 30.00 feet South of and parallel with the centerline of said S.W. 39th Street;

THENCE N 89°58'11"W along said parallel line a distance of 40.00 feet to the POINT OF BEGINNING.

Said land situate within Broward County, Florida, containing 0.06 Acres, more or less.

According to survey copies of which is attached hereto as Exhibit "B", and as prepared by the Office of Williams, Hatfield and Stoner, Inc.

(b) The LESSEE agrees to operate the premises leased for the use and benefit of the public without unjust discrimination. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

(c) The COUNTY reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

(d) The COUNTY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the COUNTY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(e) This Lease shall be subordinate to the provisions of any existing or future agreement between the COUNTY and the UNITED STATES relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

(f) Except to the extent required for the performance of any of the obligations of the LESSEE hereunder, nothing contained in this Agreement shall grant to the LESSEE any rights whatsoever in the air space above the premises other than those rights which are subject to Federal Aviation Regulations currently or subsequently effective.

(g) The COUNTY reserves unto itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for said airspace for landing on, taking off from or operating on the Airport.

(h) The LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulation, Part 77.

(1) The LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an Airport hazard.

SECTION 2. CONSTRUCTION BY THE LESSEE

The LESSEE agrees to construct on the demised premises facilities consisting, among other things, of:

1. 24' x 10' equipment building.
2. Associated pavements, utilities, lighting, landscaping, and fencing.

The LESSEE covenants and agrees to expend, through payments to third parties for work done, services rendered or materials furnished in respect to any such facilities, not less than FIFTY THOUSAND AND -----00/100 (\$50,000.00) Dollars. Prior to the commencement of construction of any facilities on the demised premises, the LESSEE shall submit to the COUNTY for the COUNTY's approval, complete plans and specifications therefor. The COUNTY may refuse to grant approval, if, in its opinion, any of the proposed facilities laid out as indicated by the LESSEE on such plans or the proposed facilities as shown as such plans and specifications (all of which shall be in such detail as may reasonably permit the COUNTY to make a determination as to whether the standards hereinafter referred to are met):

- (1) will be structurally unsound or unsafe or hazardous for ~~ANY AND ALL PURPOSES~~, or its intended use, *any use*
- (2) will not provide sufficient clearance for taxiways, runways and aprons, or
- (3) are designed for use for purposes other than those permitted under Section 6 hereof, or
- (4) will not provide protection for run-way areas with proper sound baffles, or
- (5) will not comply with the provisions of the deed under which the COUNTY acquired its title to FT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT from the UNITED STATES OF AMERICA.

Upon approval of such plans and specifications by the COUNTY

(it being understood that such plans and specifications shall be
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deemed approved by the COUNTY for all purpose erect if the COUNTY shall not have disapproved in writing to the LESSEE any such plans and specifications within thirty (30) days after they have been duly submitted to the COUNTY hereunder), the LESSEE may proceed to construct, at its own expense, the facilities for which such plans and specifications have been so approved in accordance therewith.

The COUNTY may, upon sixty (60) days notice in writing, cancel this Agreement if, by August 31, 1984 the LESSEE shall not have expended at least FIFTY THOUSAND -----00/100 (\$50,000.00) Dollars on facilities as hereinabove required. LESSEE covenants and agrees to so expend these amounts by the dates set forth above, LESSEE shall submit from a Certified Public Accountant a written statement of LESSEE's expenditures made on the required construction.

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Except as set forth in Section 23
^ all structures, pavements and other permanent improvements constructed on the premises leased shall become the property of the COUNTY at the expiration of the Lease or other termination as provided herein.

SECTION 3. TERM

The term of the letting shall commence on September 1, 1983, and shall expire on August 31, 1993, provided however, that LESSEE shall have the option to extend the agreement for the period of September 1, 1993 until August 31, 2003, upon ninety (90) days prior written notice under the same terms and conditions except that the rental rate shall be established as set forth in Section 4 below.

SECTION 4. RENTAL

(a) Rent for the two-year period commencing September 1, 1983 and ending August 31, 1985 shall be FIVE HUNDRED-TWENTY-THREE AND 00/100 (\$523.00) Dollars per annum.

(b) The annual rent for the period commencing September 1, 1985 and ending August 31, 1987 shall be computed by adding to the annual rental of Five Hundred and 00/100 (\$523.00) Dollars, a percentage equal to the percentage increase in the United States Department of Labor Consumer Price Index-United States City Average (all items) for the period from June, 1983 to June, 1985.

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(c) Annual rent for each succeeding two-year period shall be increased by applying the percentage increase in the Consumer Price Index computed for the immediate prior two (2) years period, such two (2) years period shall end in the month of June immediately prior to the end of each succeeding two year period.

(d) A decrease in the Consumer Price Index shall not result in any decrease in annual rent.

SECTION 5. ALTERATIONS OF APPROVED FACILITIES

The LESSEE shall not, except to the extent or on the conditions expressed in any waiver given in writing to the LESSEE which, however, the COUNTY shall be under no obligations to give, make any alterations, modifications or replacements to any facilities constructed on the demised premises ^{other than its equipment} unless the LESSEE shall first have submitted to the COUNTY complete plans and specifications covering any proposed alterations, modifications or replacements and the COUNTY shall have approved such plans and specifications, provided, however, that if the COUNTY shall not have disapproved in writing to the LESSEE any such complete plans and specifications submitted to the COUNTY within sixty (60) days from the date of submission thereof, such complete plans and specifications shall be deemed approved by the COUNTY.

SECTION 6. RIGHTS AND USES OF THE LESSEE

(a) The LESSEE in connection with its business may use the premises for the purposes of providing a facility to house multiplex equipment to be used in LESSEE's subscriber carrier system and for no other purposes.

(b) LESSEE shall be required to obtain Federal Aviation Administration approval prior to installing any frequencies in the VHF/UHF bands. Frequency restrictions are set forth in Section 7(o) below.

SECTION 7. OBLIGATIONS OF THE LESSEE

(a) The LESSEE, covenants and agrees to observe and obey, and to require its officers, employees, guests, invitees and those doing business with it, to observe and obey such reasonable rules

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and regulations of the COUNTY (including amendme. . and supplements thereto) for the government of the conduct and operations of the LESSEE and others on the premises as may from time to time during the letting be promulgated by the COUNTY for reasons of safety, health or sanitation and good order. The obligation of the LESSEE to require such observance and obedience on the part of its guests, invitees, and business visitors shall pertain only while such persons are on the premises.

(b) The LESSEE shall conduct its operation hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

(c) The LESSEE shall take all reasonable measures:

1. To reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building which is on the premises or is a part thereof, or is located elsewhere on the Airport; and
2. To keep the sound level of its operation as low as possible.

(d) The LESSEE shall, within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with it and, upon objection from the COUNTY concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(e) The LESSEE shall remove from the Airport or otherwise dispose of in a manner approved by the Manager of the Airport all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the premise or out of its operations. Any of which may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers and to be of a design safely and properly to contain whatever material may be placed therein. The LESSEE shall use extreme care when effecting removal of all such waste.

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(f) The LESSEE shall not commit any unlawful nuisance, waste or injury on the premise and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

(g) The LESSEE shall not do or permit to be done any act or thing upon the premises any obnoxious odors or smokes or noxious gases or vapors.

(h) The LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or in the premises.

(i) The LESSEE shall not overload any floor or paved area on the premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(j) The LESSEE shall not do or permit to be done any act or thing upon the premises:

1. which will invalidate or conflict with any fire insurance policies covering the premises or any part thereof or other contiguous premises at the Airport; or
2. which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.

(k) The LESSEE shall not keep or store during any 24-hour period flammable liquids within any covered and enclosed portion of the premises in excess of the LESSEE's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110°F. shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

(l) The LESSEE shall not fuel or defuel equipment in the covered and enclosed portions of the premises without approval of the Manager of the Airport, provided, however, that the LESSEE shall not be prohibited from using gasoline or other fuel in such enclosed portions where necessary in repairing and testing component parts and, in such event, the LESSEE shall take all precautions reasonably necessary to minimize the hazard created by such use.

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(m) From time to time and as often as reasonably required by the COUNTY, the LESSEE shall conduct pressure, water flow, and other appropriate tests of ~~XXXX~~ ^{any} Fire extinguishing system and apparatus which constitutes a part of the premises.

(n) The LESSEE shall not start or operate any engine or any item of automotive equipment in any enclosed and covered space on the premises unless such engine is equipped with a proper spark-arresting device which has been approved by the COUNTY.

(o) Frequency protection shall be provided within the aviation air/ground VHF frequency band of 118-MHz and the UHF frequency band of 224-400 MHz. Such restrictions are promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility. Area of restriction is depicted on Exhibit "A".

SECTION 8. INGRESS AND EGRESS

(a) The LESSEE, its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress via appropriate public way to be used in common with others having rights of passage within the Airport, provided that the COUNTY may, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

(b) The COUNTY may at any time temporarily permanently close or consent to or request the closing of any such roadway, or other area at the Airport presently or hereafter used as such, so long as a means of ingress and and egress reasonably equivalent to that provided in sub-paragraph (a) above is concurrently made available to the LESSEE. The LESSEE hereby releases and discharges the COUNTY, its successors and assigns, of and from any and all claims, demands or causes of action which the LESSEE may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other area used as such, whether within or outside the Airport, provided that the COUNTY makes available to the LESSEE a means of ingress and egress reasonably equivalent to that provided in sub-paragraph (a) above.

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SECTION 9. COMPLIANCE WITH GOVERNMENTAL PROCEDURES

(a) The LESSEE shall comply with all laws and ordinances and governmental rules, regulations and orders now or at any time during the term of this Lease which as a matter of law are applicable to or which affect the operation of the LESSEE at the premises hereunder.

(b) The obligation of the LESSEE to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of person and property on the premises. Such provision is not to be construed as a submission by the COUNTY to the application itself of such requirements or any of them.

SECTION 10. CARE, MAINTENANCE AND REPAIR BY THE LESSEE

The LESSEE shall throughout the term of this Lease assume the entire responsibility and shall relieve the COUNTY from all responsibility for all repair and maintenance whatsoever in the premises, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and without limiting the generality hereof, shall:

(a) Keep at all times in a clean and orderly condition and appearance the premises and all the LESSEE's fixtures, equipment and personal property which are located in any part of the premises which is open to or visible by the general public.

(b) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any competent authority.

(c) The LESSEE shall repair any damage to the paving or other surface of the premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(d) At all times during the letting take such anti-erosion measures, including but not limited to the planting and replanting of grasses with respect to all portions of the premises not paved or built upon.

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(e) The LESSEE shall be responsible for the maintenance and repair of all utilities services lines except common utilities, if any, including but not limited to service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the premises leased to the LESSEE and used by the LESSEE exclusively.

In the event the LESSEE fails in any material respect to commence to maintain, clean, repair, replace, rebuild or paint within a period of sixty (60) days after notice from the COUNTY to do so in the event that the said notice specifies that the required work to be accomplished by the LESSEE includes maintenance and/or repair other than preventive maintenance; or within a period of one hundred eighty (180) days if the said notice specifies that the work to be accomplished by the LESSEE involves preventive maintenance only; or fails in any material respect diligently to continue to completion of the repair, replacement, rebuilding or painting of all the premises required to be repaired, replaced, rebuilt or painted by the LESSEE under the terms of this Agreement, the COUNTY may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice and the cost thereof shall be payable by the LESSEE upon demand.

SECTION 11. INSURANCE LESSEE shall be self-insured as to all risks which it may incur under this lease.

~~The LESSEE shall during the term of this Lease insure and keep insured to the extent of not less than eighty (80%) percent of the insurable replacement value thereof, all building, structures, fixtures and equipment (except fixtures, and equipment the title to which is not to be vested in the COUNTY) on the premises leased to the LESSEE against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida and also against the following hazards and risks:~~

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water of any other substance discharge from any part of the fire protection equipment for the LESSEE's premises or for adjoining premises; collapse or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks.

(b) Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that the LESSEE shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

All policies of such insurance and renewals thereof shall insure the COUNTY and the LESSEE as their interest may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the COUNTY, except as otherwise provided in Section 12 hereof.

In the event the premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, and if such loss is to be adjusted with and payable to the COUNTY, the LESSEE shall promptly furnish to the COUNTY such information and data as may be necessary to enable the COUNTY to adjust the loss.

The LESSEE covenants and agrees to provide and keep in force a Comprehensive General Public Liability and Property Damage Insurance Policy to include Independent Contractors. Such public liability and Property Damage coverage shall be not less than (\$1,000,000) Dollars combined single limit indemnifying Southern Bell Telephone and Telegraph Company and the COUNTY as their interests may appear against public liability and property damage claims and to furnish the COUNTY at all times with an appropriate certificate from the insurance carrier showing such insurance to be in force. All such certificates is to name COUNTY as an additional insured.

The foresaid insurance shall be written by companies authorized to do business in the State of Florida.

~~The policies or certificates representing said insurance shall be delivered by the LESSEE to the COUNTY and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish the COUNTY ten (10) days' notice in advance of the cancellation of the insurance evidenced by said policy or certificates. Renewal policies or certificates shall be delivered to the COUNTY at least ten (10) days before the expiration of the insurance which such policies are to renew.~~

When such policies or certificates have been delivered by the LESSEE to the COUNTY as aforesaid and at any time or times thereafter, the COUNTY may notify the LESSEE in writing that, in the opinion of the COUNTY, the insurance represented thereby does not conform to the provisions of this Section 10, either because of the amount or because of the insurance company or for any other reason, and the LESSEE shall have thirty (30) days in which to cure this alleged defect. If such notice is not given by the COUNTY to the LESSEE within thirty (30) days following the receipt of any such policy or certificate, then the insurance represented thereby shall be deemed to be in accordance with the provisions of this Section 10 until such notice is actually given.

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SECTION 12. DAMAGE TO OR DESTRUCTION OF PREMISES

(a) Removal of Debris. If the premises or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty, the LESSEE shall promptly remove all debris resulting from such damage from the premises, and to the extent, if any, that the removal of debris under such circumstance is covered by insurance, the proceeds thereof shall be made available to the LESSEE for such purpose.

(b) Minor Damage. If the premises, or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty ~~but not rendered untenable or unusable,~~ the premises shall be repaired with due diligence in accordance with the plans and specifications for the premises as they existed prior to such

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damage by and at the expense of the LESSEE and, if such damage is covered by insurance, the proceeds thereof shall be made available to the LESSEE for that purpose.

~~(c) Major Damage to or Destruction of the Premises. If the premises or any part thereof shall be destroyed or so damaged by fire, the elements, the public enemy or other casualty as to be untenable or unusable, then:~~

1. The LESSEE shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that the LESSEE within forty-five (45) days after the occurrence of such damage or destruction notifies the COUNTY in writing that it elects to exercise its option make the necessary repairs or replacements. If the LESSEE elects to make such repairs or replacements it shall do so with reasonable dispatch and, if such destruction or damaged was covered by insurance, the proceeds thereof shall be adjusted with and paid to the LESSEE.
2. If the LESSEE fails to notify the COUNTY in writing of its intention to make the necessary repairs or replacements within the forty-five (45) day period provided in sub-paragraph (1) of this subdivision (c), or if within the said forty-five (45) day period the LESSEE notifies the COUNTY in writing that it does not elect to make such repairs or replacements, then the COUNTY may at its election make such repairs and replacements provided that the COUNTY notifies the LESSEE of its election to do within thirty (30) days following the expiration of the said forty-five (45) day period. If the COUNTY elects to make such repairs or replacements, it shall do so with reasonable dispatch and without cost to the LESSEE, except that if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to the COUNTY.
3. In the event that restoration is made pursuant to either sub-paragraphs (1) or (2) of this subdivision (c) of Section 11 hereof, the rent shall abate from the date of the damage or destruction until the premises have been placed in a usable condition. Such abatement shall be made pursuant to Paragraph (a) of Section 30 hereof.
4. In the event that neither of the two parties elects to make such repairs and replacements, then this Lease shall terminate either at the expiration of seventy-five (75) days from the occurrence of such destruction or damage or at the expiration of thirty (30) days following receipt of notice by the COUNTY from the LESSEE that the LESSEE does not elect to repair or replace such damage, whichever date occurs sooner; and in any such event, the proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to debris removal) shall be distributed between the LESSEE and the COUNTY as their interest may appear. The interest of the LESSEE shall not exceed its unamortized investment therein, as defined in Section 31, Paragraph (j) thereof; in such event, the payment of rentals shall terminate as of ~~the date of the damage or destruction.~~

SECTION 13. INDEMNITY

The LESSEE shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees and representatives, from and against all claims and demands of all persons, including but not limited to claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the premises of the LESSEE or with its consent or out of any acts or omissions of others upon the premises with the consent of the LESSEE, or arising or resulting from any breach or default by the LESSEE if any of the obligations or duties assumed by or imposed upon it under this Lease, including provisions within the Deed from which the COUNTY derives its rights in the Airport; or indemnification arising by operation of law.

SECTION 14. SIGNS

(a) Except with the prior written approval of the COUNTY, the LESSEE shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible from outside the premises.

(b) Upon the expiration or termination of the letting, the LESSEE shall remove, obliterate or paint out, as the COUNTY may direct, any and all signs and advertising on the premises and, in connection therewith, shall restore the portion of the premises affected by such signs or advertising to the same condition as the same existed prior to the placing thereon of such signs or advertising. In the event of a failure on the part of the LESSEE so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Airport, the COUNTY may perform the necessary work and the LESSEE shall pay the costs thereof to the COUNTY on demand.

SECTION 15. OBSTRUCTION LIGHTS

The LESSEE shall install, maintain and operate at its own expense such obstruction lights on the premises as the Federal Aviation Administration may direct or as the Airport Manager may reasonably direct, and shall energize such lights daily for a period

commencing thirty minutes after sunrise and for such other period as may be directed or requested by the Control Tower of the Airport.

SECTION 16. ADDITIONAL RENT AND CHARGES

If the COUNTY is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the LESSEE to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the LESSEE contrary to said conditions, covenants and agreement, the LESSEE agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the COUNTY in the same manner and with like remedies as if it were originally a part of the rent as set forth in Section 4 hereof.

SECTION 17. RIGHTS OF ENTRY RESERVED

(a) The COUNTY, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the LESSEE of its obligations under this Agreement and for the doing of any act or thing which the COUNTY may be obligated or have the right to do under this Agreement or otherwise. *

~~(b) Without limiting the generality of the foregoing, the COUNTY, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own costs and expense, for its own benefit or for the benefit of others than the LESSEE at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the COUNTY, be deemed necessary or advisable and from time to time to construct or install over, in or under the premises such systems or parts thereof and in connection with such main-~~

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*Notwithstanding the above, access to LESSEE'S equipment structure shall be permitted upon notice to LESSEE and in accompaniment with an authorized representative of LESSEE, except in emergency situations which require COUNTY'S immediate ACCESS.
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~~Maintenance to use the premises for access to other parts of the Air-
port otherwise not conveniently accessible; provided, however, that
in the exercise of such rights of access, repair, alteration or new
construction the COUNTY shall not unreasonably interfere with the
actual use and occupancy of the premises by the LESSEE.~~

~~(c) In the event that any personal property of the LESSEE
shall obstruct the access of the COUNTY, its officers, employees,
agents or contractors to any of the existing or future utility,
mechanical, electrical and other systems and thus shall interfere
with the inspection, maintenance or repair of any such system, the
LESSEE shall move such property, as directed by the COUNTY, in
order that access may be had to the system or part thereof for its
inspection, maintenance or repair, and if the LESSEE shall fail to
do so remove such property after direction from the COUNTY to do
so, the COUNTY may move it and the LESSEE hereby agrees to pay the
cost of such moving upon demand.~~

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~~(d) At any time and from time to time during the ordinary
business hours within the six (6) months next preceding the expira-
tion of the letting, the COUNTY, by its agents and employees,
whether or not accompanied by prospective LESSEES, occupiers or
users of the premises, shall have the right to enter thereon for
the purpose of exhibiting and viewing all parts of the same and
during such six-month period the COUNTY may place and maintain on
the premises the usual "To Let" signs, which signs the LESSEE
shall permit to remain without molestation.~~

(e) If, during the last month of the letting, the LESSEE
shall have removed all or substantially all of its property from
the premises, the COUNTY may immediately enter and alter, renovate
and redecorate the premises.

(f) The exercise of any or all of the foregoing rights by the
COUNTY or others shall not be or be construed to be an eviction of
the LESSEE nor be made the grounds for any abatement of rental nor
any claim or demand for damages, consequential or otherwise.

SECTION 18. ASSIGNMENT OR SUBLEASE

(a) The LESSEE covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, or sublet the premises covered by this Lease or any part thereof without the prior written consent of the COUNTY, which consent will not be unreasonable arbitrary withheld.

(b) If, without the prior written consent of the COUNTY, the LESSEE assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of subdivision (a) of this Section, or if the premises are occupied by anybody other than the LESSEE, the COUNTY may collect rent from any assigns, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises, and the COUNTY shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the COUNTY of the covenants contained in subdivision (a) of this Section or any acceptance by the COUNTY of any such assignee or sublessee.

SECTION 19. TERMINATION BY THE COUNTY

(a) If any one or more of the following events shall occur, that is to say:

1. The LESSEE shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
2. By order or decree of a court the LESSEE shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the LESSEE is a corporation, by any of the stockholders of the LESSEE, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statutes of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the LESSEE, and such possession or control shall continue in effect for a period of sixty (60) days; or
4. The LESSEE shall voluntarily abandon, desert or vacate the premises or discontinue its operation at the Airport; or
5. Any lien is filed against the premises because of any act or omission of the LESSEE and is not removed or the COUNTY adequately secured by bond or otherwise, within ninety (90) days after the LESSEE has received notice thereof; or
6. The LESSEE shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the COUNTY, and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of ten (10) days after receipt of notice by it from the COUNTY to make such payments; or
7. The LESSEE shall fail to keep, perform and observe each and every other premise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed within forty-five (45) days after receipt of notice of default thereunder from the COUNTY (except where fulfillment of its obligation requires activity over a period of time and the LESSEE shall have commenced to perform whatever may be required for fulfillment within forty-five (45) days after receipt of notice and continues such performance without interruption and except where fulfillment is prevented by causes beyond its control); then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the COUNTY may, by forty-five (45) days' notice, terminate the rights of the LESSEE hereunder and this letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) No acceptance by the COUNTY of rental, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the LESSEE shall be deemed a waiver of any right on the part of the COUNTY to terminate the letting.

(c) No waiver by the COUNTY of any default on the part of the LESSEE in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the LESSEE shall be or construed to be a waiver by the COUNTY of any other or subsequent default in performance of any of the said terms, covenants and conditions.

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(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the COUNTY would have at law or in equity consequent upon any breach of this Agreement by the LESSEE and the exercise by the COUNTY of any right of termination shall be without prejudice to any other such rights and remedies.

SECTION 20. REMEDIES TO BE NON-EXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the COUNTY or the LESSEE at law or in equity and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

SECTION 21. SURRENDER

The LESSEE covenants and agrees to yield and deliver peaceably to the COUNTY possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition as at the commencement of the letting, reasonable wear and tear excepted.

SECTION 22. ACCEPTANCE OF SURRENDER OF LEASE

No Agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the COUNTY and of the LESSEE. Except as expressly provided in this Section, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of the COUNTY shall be deemed an acceptance of a surrender of the letting of this Agreement.

SECTION 23. REMOVAL OF PROPERTY

The LESSEE shall have the right at any time during the letting to remove its ^{telecommunications structure} equipment, inventories, removable fixtures and other personal property from the premises. If the LESSEE shall fail to remove its property on or before the termination or expiration of the letting, the COUNTY may remove such property to a public warehouse for deposit, or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be


9915977 46-20

applied first to the expenses of removal, storage and sale; second to any sums owed by the LESSEE to the COUNTY with any balance remaining to be paid to the LESSEE; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the LESSEE shall pay such excess to the COUNTY upon demand.

SECTION 24. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

No greater rights or privileges with respect to the use of the Airport or any part thereof are granted or intended to be granted to the LESSEE by this Agreement or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 25. NOTICES

Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly-designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by registered mail. LESSEE shall from time to time designate, in writing, an office within Broward County, Florida, an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the COUNTY designates the Chairman of the Board of County Commissioners, Broward County, Florida, and the LESSEE designates its ^{District Manager - Real Estate} ~~XX~~  upon whom notices and requests may be served, and the COUNTY designates its office at Broward County Courthouse, Fort Lauderdale, Florida, and the LESSEE designates its offices at 6451 North Federal Highway, Room 820, Ft. Lauderdale, Florida 33308 as their respective offices where notices and requests may be served. The notices herein required to be served shall be deemed effective and served as of the date of the registered mailing thereof.



SECTION 26. OTHER CONSTRUCTION BY THE LESSEE

Except as otherwise expressly provided herein, the LESSEE shall not erect any structure, make any improvements or do any other construction work on the premises or alter, modify or make additions, improvements or repairs to or replacements of any structure built at any time during the letting or install any fixtures (other than ^{its telecommunications equipment and structure} ~~XXXXXX~~) ^{with} ~~XXXXXX~~ ^{the} ~~XXXXXX~~ ^{premises} ~~XXXXXX~~ ^{and} ~~XXXXXX~~ ^{therein} ~~XXXXXX~~ ^{without} ~~XXXXXX~~ ^{the} ~~XXXXXX~~ ^{prior written approval of the COUNTY and,} in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then, upon reasonable notice so to do, the LESSEE shall remove the same or at the option of the COUNTY cause the same to be changed to the satisfaction of the COUNTY. In the case of any failure on the part of the LESSEE to comply with such notice, the COUNTY may effect the removal or change and the LESSEE shall pay the cost thereof to the COUNTY.

SECTION 27. PLACE OF PAYMENTS

All payments required by the LESSEE by this Agreement shall be made at the office of the Board of County Commissioners, Broward County Courthouse, Fort Lauderdale, Florida, or to such other officer or address as may be substituted therefor.

SECTION 28. CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings, if any, in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 29. NON-LIABILITY OF INDIVIDUALS

No commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 30. SERVICES TO THE LESSEE

Broward County will provide:

(a) Such utilities and other services as are presently provided or which may be subsequently provided to the LESSEE at the Airport. Utilities provided by the COUNTY shall be paid for at fair, reasonable and non-discriminatory rates by the LESSEE.

All metering devices installed by the COUNTY for such utilities shall be installed at the cost of the LESSEE and shall become the property of the COUNTY upon installation.

Extensions of utility mains and related services to meet the needs of the LESSEE shall be at the expense of the LESSEE.

All utility mains installed by the COUNTY or by the LESSEE herein on other than the demised premises shall become the property of the COUNTY upon installation.

The COUNTY shall not be obligated to perform or furnish any other services whatsoever in connection with the premises or any services at any time while the LESSEE shall be in default hereunder, after the period, if any herein granted to cure such default shall have expired.

The COUNTY shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such services or the use of any component necessary therefor shall be prohibited or rationed by any Federal, State or Municipal law, rule, regulation, requirement, order or direction, and if the COUNTY deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the COUNTY as a public agency.

No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the LESSEE or grounds for any diminution or abatement of rental or (unless resulting from the negligence or willful failure of the COUNTY) shall be grounds for any claim by the LESSEE for damages, consequential or otherwise.

SECTION 31. ABATEMENT

(a) If at any time the LESSEE shall become entitled to an abatement of rental by the provisions of this Agreement or otherwise, the abatement of rental shall be made on an equitable basis giving effect to the amount and character of the space, the use of which is denied the LESSEE is compared with the entire premises.

(b) If the COUNTY shall, for safety or other reasons, prohibit the use of any substantial part thereof for a period covering more than thirty (30) consecutive days and the LESSEE shall thereby be prevented from conducting those operations at the Airport enumerated in Section 6 hereof, then, upon the occurrence of such event, the LESSEE shall be entitled to an abatement of rental as defined herein during such period of prohibition and prevention. The LESSEE hereby releases and discharges the COUNTY of and from all claims and rights which the LESSEE may have arising out of or consequent upon such closing and the subsequent interrupted use of such Public Landing Area or part thereof during the period of prohibition.

SECTION 32. DEFINITIONS

The following terms, when used in this Agreement, shall, unless the context shall require otherwise, have the respective meanings given below:

- (a) Airport shall mean the land and premises in the County of Broward, State of Florida, which are shown upon the Exhibit attached hereto.
- (b) Agreement shall mean this Agreement of Lease.
- (c) Lease shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.
- (d) Letting shall mean the letting under this Agreement for the original term stated herein.
- (e) Premises shall mean and include the land, building, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch-basins.

- (f) Public Landing Area shall mean the area of land at the Airport, including runways, taxiways and the areas between and adjacent to runways and taxiways, designated and made available from time to time by the COUNTY for the landing and taking off of aircraft.
- (g) Public Ramp and Apron Area shall mean the area adjacent to the Public Landing Area designated and made available from time to time by the COUNTY for the common use for the loading or unloading of passengers or cargo to or from aircraft using the Public Landing Area.
- (h) Runways (including approaches thereto) shall mean the portion of the Airport used for the purpose of landing and taking off of aircraft.
- (i) Taxiways shall mean the portion of the Airport used for the purpose of ground movement of aircraft to, from and between the runways, the public ramps and apron area, the aircraft parking and storage space and other portions of the Airport (not including, however, any taxiways the exclusive use of which is granted to the LESSEE or any other person by lease, permit or otherwise).
- (j) The LESSEE's investment in the premises shall be determined in accordance with generally acceptable accounting practices and principles, provided that such investment shall not in any event exceed 110% of the amount paid by the LESSEE to independent contractors for work actually performed on the premises and materials furnished or labor performed in connection therewith, and provided that in no event shall payments made by the LESSEE to independent contractors for engineering, architectural, professional and consulting services in connection therewith to include in the amount paid for work actually performed on the premises, provided that such payments shall not in any event exceed 10% of the construction cost.

SECTION 33. ENTIRE AGREEMENT

This Agreement consists of the following:

Section 1 to 33, both inclusive, and Exhibits "A", and "B". It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the COUNTY and the LESSEE.

The LESSEE agrees that no representations or warranties shall be binding upon the COUNTY unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

WITNESSED:

M. Shaysa
Isis Opel

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

FORM
APPROVED
PK
ATTORNEY

By *A. M. Priester*
A. M. Priester
General Manager - Support Services - Florida

ATTEST:

F. T. JOHNSON
County Administrator
in and for Broward
County, Florida and
Ex-Officio Clerk of
the Board of County
Commissioners

BROWARD COUNTY, FLORIDA by its
Board of County Commissioners

By *Charles Bunn* Deputy
By *Nick E. Droroman* *vice* Chairman
(Seal)

This document review and approved as to
form and legal sufficiency by Office of
Broward County General Counsel, Harry A.
Stewart, General Counsel.

By *Victoria F. ...*
Assistant General Counsel

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 7/21/83 by A. M. Priester,
General Manager - Support Services - Florida of Southern Bell Telephone and Telegraph
Company, a New York Corporation, on behalf of the corporation.

Victor ...
Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT ...
MY COMMISSION EXPIRES JUNE 28, 1983
BONDED BY GENERAL ...

STATE OF FLORIDA

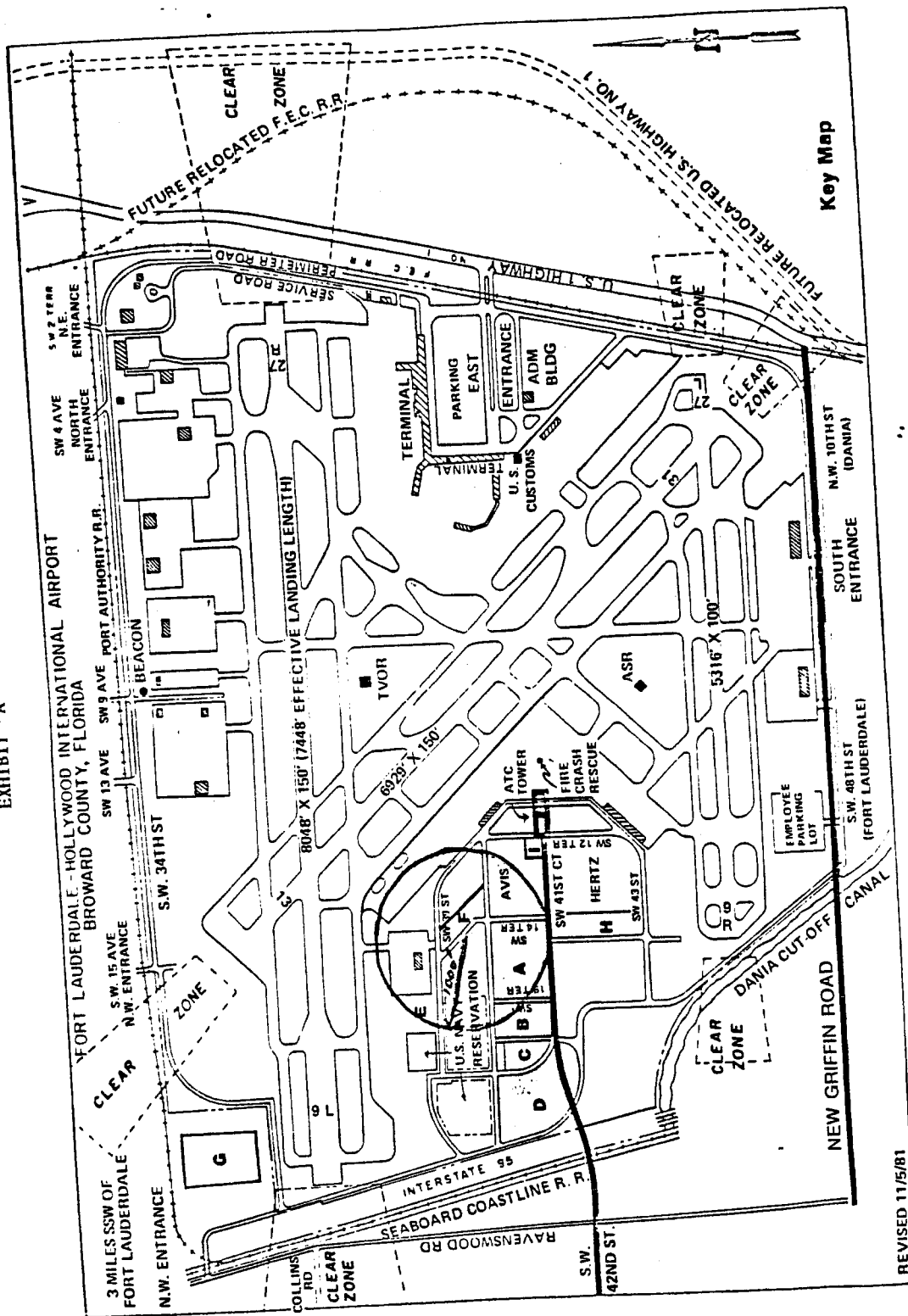
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ by _____

Notary Public - State of Florida
My Commission Expires:

PK

EXHIBIT "A"

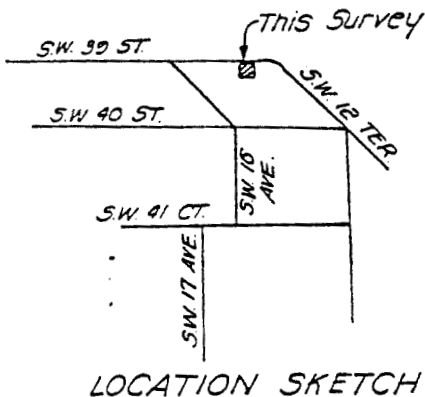


Key Map

REVISED 11/5/81

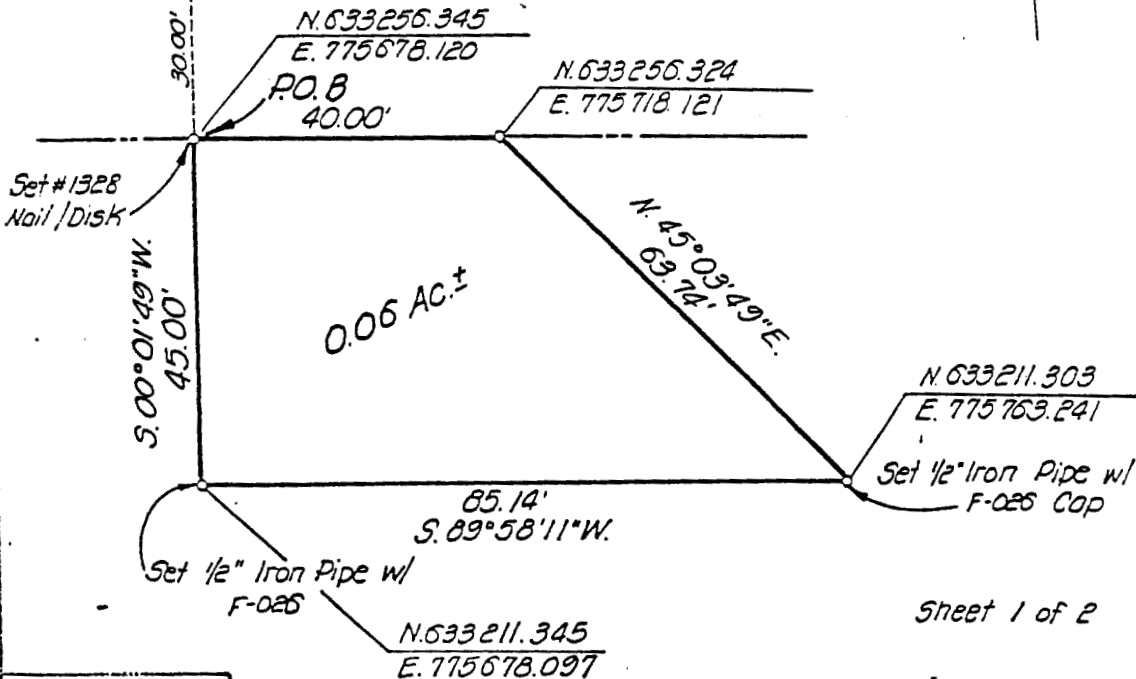
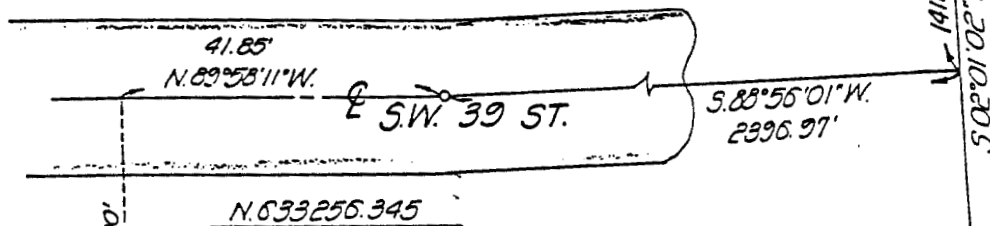
2312 WILTON DRIVE WILLIAMS, HATFIELD AND STONER, INC.
CIVIL ENGINEERS AND LAND SURVEYORS FT. LAUDERDALE, FLORIDA

S.B.T. & T. LEASE PARCEL

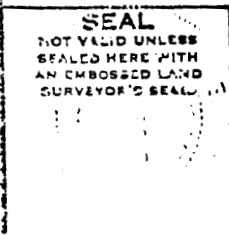


N. 634 741. 787
E. 778 066. 846

N.E. Cor. Sec. 28-50-42
E. Line Sec. 28



Sheet 1 of 2



Note: Bearings and State Plane Coordinates shown hereon are relative to the National Geodetic Survey Transverse Mercator Coordinates, Florida East Zone.

NOTE: THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, OR EASEMENTS.

CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING UNDER RULE 21HH-6, F.A.C. ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, SEPT. 1, 1981.

REVISIONS	DATE	BY

J. D. Stoner
 PROFESSIONAL LAND SURVEYOR NO. 3915 - STATE OF FLORIDA

DATE OF SURVEY 1-10-83	DRAWN BY Jei	CHECKED BY J.D.S.	FIELD BOOK 7011 45
---------------------------	-----------------	----------------------	-----------------------

WILLIAMS, HATFIELD AND STONER, INC.
 2312 WILTON DRIVE CIVIL ENGINEERS AND LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SU 12156

DESCRIPTION OF
 SOUTHERN BELL TELEPHONE AND TELEGRAPH
 LEASE

A parcel of land in Section 28, Township 50 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28 said point having a Florida State Plane Coordinate of N 634,741.787 and E 778,066.846, East Zone;

THENCE on a grid bearing of S 02°01'02" E along the East line of Section 28 a distance of 1,411.73 feet to a point of intersection of the centerline of S. W. 39th Street projected East and the said East line of Section 28;

THENCE S 88°56'01" W along said projection along said centerline a distance of 2,396.97 feet;

THENCE N 89°58'11" W along said centerline a distance of 41.85 feet;

THENCE S 00°01'49" W a distance of 30.00 feet to a point on a line 30.00 South of and parallel with the centerline of said S. W. 39th Street to the POINT OF BEGINNING;

THENCE continue on the last described course a distance of 45.00 feet to a point on a line 75.00 feet South of and parallel with the said centerline of S. W. 39th Street;

THENCE S 89°58'11" W along said parallel line a distance of 85.14 feet;

THENCE N 45°03'49" E a distance of 63.74 feet to a point on a line 30.00 feet South of and parallel with the centerline of said S. W. 39th Street;

THENCE N 89°58'11" W along said parallel line a distance of 40.00 feet to the POINT OF BEGINNING.

Said land situate within Broward County, Florida, containing 0.06 Acres, more or less.

2251/361/011383

Sheet 2 of 2

REVISIONS	DATE	BY

James F. Park
 PROFESSIONAL LAND SURVEYOR NO. 3915 - STATE OF FLORIDA

DATE	DRAWN	CHECKED	FIELD
1-10-83	BY	BY J.O.S.	BOOK



Southern Bell

6451 North Federal Highway
Room 820
Fort Lauderdale, Florida 33308
Phone (305) 492-2432

E. B. Beard
District Manager
Real Estate

July 15, 1983
WPC: AT2/07#60

Mr. Jack Lee
Airport Properties Manager
Aviation Division
290 S.W. 41st Court
Fort Lauderdale, Florida 33315

Dear Mr. Lee:

Attached for your review and approval by Broward County are four (4) original lease documents of our proposed SLC-96 site at the Fort Lauderdale-Hollywood International Airport.

On this .06 acre vacant land site we propose to place a very small telephone switching equipment building called a SLC-96. This structure, as shown in the attached brochure, is unmanned, requires no outside storage or overnight parking of vehicles, and is noiseless. The specific function of this switching facility will be to handle the telephone growth needs of the airport and its immediate area.

The Bell System, with assets of over \$150 billion, is totally self insured. We are basically bigger and stronger financially than any insurance company. Our attorneys have therefore modified the insurance paragraphs of the subject lease.

Other very minor changes have been made in the lease. When you consider the type and function of the SLC-96 structure and its critical service needs of providing telephone service to the airport, we believe all of these minor changes make good sense.

We would appreciate having one fully executed original lease returned to this office. If you have any questions, please contact Mr. P. R. Little, telephone number 492-3734, of my staff. If there are some legal questions on the necessity of the minor word changes in the lease the county's attorney may want to talk directly with our attorney, Mr. Randy Cadenhead, telephone number 492-2222.

Thank you for your cooperation and all of your staff has been most helpful in this project. We look forward to receiving the executed lease.

Sincerely

Pete P. Schaidt
District Manager - Real Estate

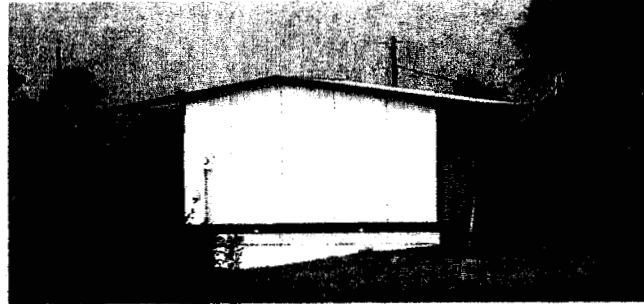
(192) 3620

PSL/cjb

Attachment

EXHIBIT 2

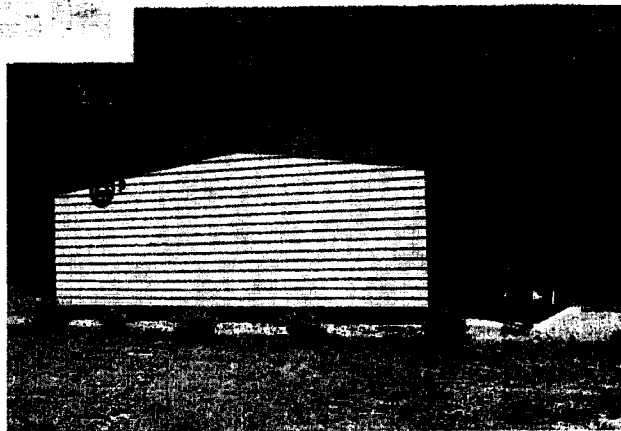
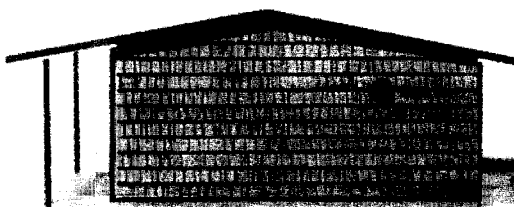
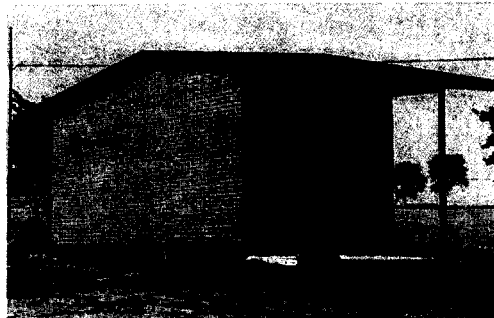
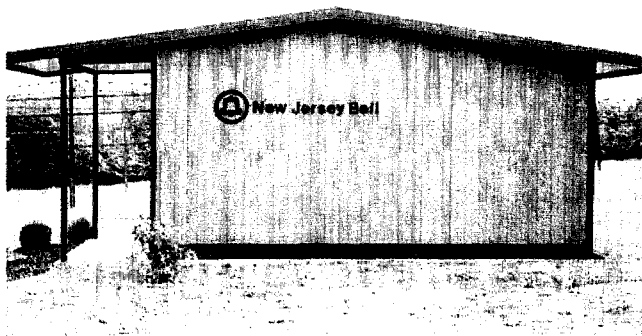
ELECTRONIC EQUIPMENT ENCLOSURE (EEE)—THE MAXIHUT



The maxihut is designed for large installations of **SLC-96** systems.

- Heavy-duty construction provides vandalism protection.
- Enclosure is available with a pitched roof.
- Enclosure is a factory-assembled unit.
- Construction is weatherproof and fire resistant.
- Various facades can be applied to complement local settings.
- The enclosure does not require on-site personnel, and maintenance activity is minimal.
- Enclosure is protected by "silent" security systems—alarms do not sound at the enclosure site, but at the local central office.

...a **SLC™-96** System Remote Terminal Enclosure



ELECTRONIC EQUIPMENT ENCLOSURE (EEE)—THE MAXIHUT

- Size:** The rectangular enclosure measures 10 feet wide by 20 feet long and has an interior height of 8 feet 3 inches.
- Capacity:** The maxihut can accommodate 40 **SLC-96** systems.
- Security:** The maxihut door is well secured. "Silent" alarms (alarms sound only at the central office, not at the enclosure site) provide protection against unauthorized entry.
- Primary Power:** The power source is commercial 117 Vac, 60 Hz.
- Back-up Power:** Each **SLC-96** system has a string of 48 Vdc batteries that can provide operation for a minimum of eight hours during commercial power failure.
- Climate Control:** An electronic controller regulates the maxihut interior temperature and humidity. The controller operates two air conditioners, one fan, and one heater.

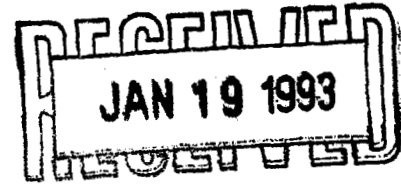


Southern Bell

Property Management

Room 820
6451 North Federal Highway
Fort Lauderdale, Florida 33308

January 18, 1993



Mr. Jack Lee
Director of Business
Broward County Aviation Department
1400 Lee Wagener Boulevard
Fort Lauderdale, Florida 33315
phone:(305) 359-6145

Re: Lease Renewal Southern Bell land lease
1410 S.W. 39th Street (GLC E9848)

Dear Lessor:

On September 27, 1983, BellSouth Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company, a Georgia corporation authorized to do business in Florida, formerly a New York corporation, entered into land lease with Broward County, a political subdivision of the State of Florida, for leasing of a very small .06 acre land parcel located at 1410 S.W. 39th Street, Fort Lauderdale. Said lease being recorded in Official Records Book 11490, Page 743, public records of Broward County.

This property is being used to house a small telephone switching equipment building, called Subscriber Loop Carrier SLC Hut, which is necessary for providing essential telephone services.

The lease's ten (10) year term is scheduled to expire August 31, 1993. Under the lease the Lessee, Southern Bell, has the option to renew this lease for an additional ten (10) years. Under the lease, Section 3 TERM provides "LESSEE shall have the option to extend the agreement for a period of September 1, 1993 until August 31, 2003, upon ninety (90) days prior written notice".

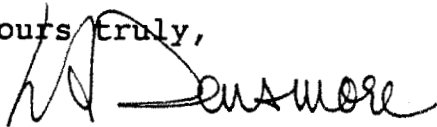
In accordance with the lease renewal provision, BellSouth Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company, Lessee, hereby gives written notice that it desires and intends to and does hereby renew the aforesaid lease for a further period of ten (10) years from the date of expiration of the current term of said lease.

EXHIBIT 3

This letter is sent to you in duplicate and you are requested to sign and return to us one original of this letter for our files.

If you have any questions please call Peter L. Schneider or Kristi Farrell at (305) 492-3670.

Yours truly,



L. A. Densmore
Manager-Real Estate/Fl & Ga

Receipt acknowledged


for:Lessor

1/24/93
Date

BellSouth Telecommunications, Inc.
Museum Tower Building
150 West Flagler Street
1818
Miami, FL 33130

June 18, 2003

Sharon R. Liebman
Attorney

305 347 5570
Fax 305 375 0209

sharon.liebman@bellsouth.com

VIA FACSIMILE AND U.S. MAIL

Christine Lee
Assistant County Attorney
Broward County
320 Terminal Drive
Fort Lauderdale, FL 33315

Re: Lease at Airport - BellSouth Telecommunications, Inc.

Dear Ms. Lee:

I understand that Michael Turbes, Senior Real Estate Counsel with BellSouth in Atlanta (through Don Hollingsworth of BellSouth), provided comments to the proposed lease to you on March 29, 2003 and that, on May 12, 2003, the County provided a letter to Mr. Kuhlewind of BellSouth responding to the proposed comments. Subsequently, the County provided a revised, clean draft to BellSouth.

Mr. Hollingsworth and Mr. Turbes (404-335-0729) will respond to the County relative to various provisions that are still of concern in the revised draft. This letter provides information regarding BellSouth's position on equipment space generally and then focuses on several provisions of concern in the proposed lease agreement, including rental payment provisions in Article 4.

I. Equipment Space, Generally

The existing lease agreement for the Premises, executed some time ago in 1983, provides for a term of 10 years, with a 10 year renewal option (BellSouth renewed the lease for the 10 year period). The lease agreement also provides for rent payments. The County is asking that BellSouth enter into a new form of lease agreement to cover the Premises, as the lease agreement expires on August 31, 2003.

Although BellSouth has commenced negotiations with the County on the lease agreement, BellSouth would like the County to understand that such a form of lease agreement is atypical for equipment space to serve customers at a property such as the airport. Generally, subscribers (or property owners on their behalf) are required to provide to BellSouth necessary equipment space at no cost for BellSouth to provide service, and any obligation on BellSouth to provide service is subject to provision of such rights to BellSouth.

For example, Florida Public Service Commission Rule 25-4.090, Florida Administrative Code, provides that the company shall construct, own, operate and maintain facilities only along easements, public streets and roads which the company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the company may be obtained *without cost* or condemnation by the utility. Part A2.3.9 of BellSouth's General Subscriber Service Tariff (see attached), which is filed with the Florida Public Service Commission and governs provision of service by BellSouth, provides that the subscriber is responsible, *at his expense*, for the provision of all suitable space and floor arrangements required on his premises for communications facilities provided by the company in connection with services furnished to the subscriber by the company. BellSouth stands by these principles in connection with negotiation of a new lease, although the person handling the lease for BellSouth 1983 may have failed to raise them.

BellSouth understands that the County soon plans to perform construction in the area of the Premises, such that it may request that BellSouth relocate its facilities from the Premises to another equipment space. Given the existing lease agreement, BellSouth is willing to consider some form of lease agreement to continue occupying the Premises but will not entertain a similar form of lease agreement for any new premises.

At that time, BellSouth would need authority to occupy new equipment space at no cost for an extended period of time. This authority could take the form of an easement or an agreement that is substantially similar thereto. If the County asks that BellSouth relocate from such space, the County will need to pay BellSouth's relocation costs. BellSouth will similarly request payment of relocation costs *if/when* the County asks that BellSouth relocate from the Premises. See Part A5.2.2.F.1.e. of BellSouth's General Subscriber Service Tariff, attached ("When the Company is requested to move, change, rearrange or remove existing plant . . . , the person /company at whose request such move or change is made will be required to bear the costs incurred.").

If such authority is not provided to BellSouth for relocation of the "hut" configuration that is used on the Premises today, some other space or serving arrangement would have to be designed. If BellSouth is unable to serve customers from a central "hut" or equipment room on airport property, BellSouth would have to place equipment off/adjacent to airport property and require customers to place conduit to such equipment so BellSouth can place cable to reach the customers. Clearly, providing service from such a central location is preferable to everyone involved, but it requires provision of equipment space consistent with Rule and tariff provisions.

In other areas of the airport (for example, the two new concourses), the County has provided to BellSouth equipment space at no cost, which undercuts the County's argument that rent is necessary due to various FAA authorities. Like the equipment on the Premises in the lease, the equipment in these concourses provides services to tenants and the County at the Airport. Note also that the equipment on the Premises in the lease provides services to the air control tower. Thus, the Premises is necessary for communication activities related to air traffic control.

Again, BellSouth will consider entering into the new form of lease agreement for the Premises, subject to the comments below and comments Mr. Turbes will provide but will not do so for any new equipment space in the event of a request for relocation. Another alternative that BellSouth would consider now is simply extending the existing lease agreement for a short time pending further discussions or until such time as the relocation scenario is more active.

II. Lease Provisions

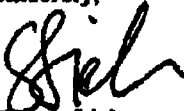
(1) Based upon the explanation in Part I above, rent provisions in Article 4 should be deleted.

(2) Provisions granting to the County the right to terminate on 180 days' notice (see Section 2.2 and Section 3.6) are unacceptable to BellSouth. BellSouth maintains significant telecommunications equipment on the Premises that serves the Airport. It is highly unlikely that the equipment could be relocated in 180 days, thus, BellSouth would be unable to have equipment in place (in either the existing, or any new, premises) within such time, thereby jeopardizing services to the Airport. Please revise the period to 365 days.

(3) The changes in Section 6.2 - 6.4 are essential, as BellSouth is a self-insured company. Thus, what BellSouth can provide is a certificate of self-insurance showing the County as the certificate holder. See Section 11 of the existing lease, which provides for self-insurance and "crosses out" originally proposed insurance provisions.

You have indicated that, as the existing lease agreement expires on August 31, 2003, the County wishes to have a new lease agreement executed by July 15, 2003 to allow for time for County Commission approval. We do not know whether the outstanding issues of disagreement can be resolved by that time but hope that the parties can agree to continue to negotiate in good faith even as the expiration of the existing lease agreement approaches or, perhaps, to extend the existing lease agreement as mentioned at the end of Part I above. We look forward to hearing back from you.

Sincerely,



Sharon Liebman

cc: Ed Brower
Warren Kuhlewind
Don Hollingsworth
Michael Turbes

Attachments

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: January 16, 2001
BY: Joseph P. Lecher, President - FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 9
Cancels Original Page 9

EFFECTIVE: January 31, 2001

A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.7 Transfer of Service Between Subscribers

- A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways:
 - 1. If the new subscriber, fully understanding the regulations governing the service and the status of the account willingly assumes all obligations thereunder, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing. (M)
 - 2. If the new subscriber does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective. (M)
- B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.
- C. When in the judgment of the Company a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the rate for all services offered in this tariff are monthly rates and the initial service period is one month commencing with the date of installation of the service.
- B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this Tariff.
- C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

A2.3.10 Provision and Ownership of Equipment and Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this tariff, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, upon termination or cancellation of the service, to remove such equipment, instruments and lines.

Material appearing on this page previously appeared on page(s) 8 of this section.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

EFFECTIVE: July 15, 1996

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS'

(N)

A5.2 Special Construction (Cont'd)

A5.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

1. Nonrecurring Charges (Cont'd)

c. Termination Charge (Cont'd)

A termination charge applies when, at the customer's request, services (unless otherwise specified in the written agreement) provided on specially constructed facilities which have specified Maximum Termination Periods, are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed facilities, adjusted for tax effects, net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. Termination charges will never exceed the Maximum Termination Charge.

d. Cancellation Charge

If the customer cancels the order prior to the start of service, a cancellation charge will apply. The charge will include all nonrecoverable costs incurred by the Company up to and including the time of cancellation.

e. Rearrangement and/or Removal Charges

When the Company is requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred.

Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, or ordinance or other legal requirement. This nonrecurring charge, developed by dividing the total rearrangement and/or removed cost by the total number of subscribers affected by the ordinance, would be billed as a one time charge via the customer's bill. All customers would have the option of paying the full cost upfront or spreading the cost over a specified agreed-to time period via monthly payments.

f. Expediting Charge

An expediting charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional cost. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

g. Optional Payment Plan

All customers will be informed of and may elect to pay an optional nonrecurring charge when requesting special construction of facilities utilizing (1) a type of facility other than normal, (2) a route other than that which the Company would otherwise utilize in furnishing the requested service, or (3) a service that involves extraordinary conditions or circumstances. Payment of this charge will result in a lower recurring charge for the special construction. This election must be made in writing, before special construction starts.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

AMENDMENT NO. 1 TO THE LEASE AGREEMENT

BETWEEN

BROWARD COUNTY, FLORIDA

AND

BELLSOUTH TELECOMMUNICATIONS, INC.
F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

THIS AMENDMENT NO. 1 ("Amendment") to the Lease Agreement is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called "County," and BELLSOUTH TELECOMMUNICATIONS, INC., F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Florida corporation, its successors and assigns, hereinafter called "Lessee" and "Bellsouth."

WITNESSETH:

WHEREAS, the County and Lessee entered into that certain Lease Agreement dated September 27, 1983 with a Commencement Date of September 1, 1983 ("Agreement");

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements both herein and in the Agreement, the County and the Lessee hereby mutually undertake, promise and agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
2. Section 3, TERM, is hereby amended to read as follows:

The term of the letting shall commence on September 1, 1983, and shall expire on August 31, 1993, provided however, that LESSEE shall have the option to extend the Agreement for the period of September 1, 1993 until August 1, 2003, upon ninety (90) days prior written notice under the same terms and conditions except that the rental rate shall be established as set forth in Section 4 below. The parties agree to extend the Agreement for the period of September 1, 2003 through August 31, 2005 (the "Extension Period").

3. The parties acknowledge that annual rent for the period commencing September 1, 2001 and ending August 30, 2003 is Nine Hundred Thirty Five and 63/100 Dollars (\$935.63). Annual rent for the Extension Period will be calculated based upon the adjustment provided for in Section 4(c) of the Agreement. The County shall notify BellSouth of the adjusted annual rent for the Extension Period no later than August 15, 2003. Rent during the Extension Period shall be payable annually no later than September 1, 2003 of each year during the Extension

Period, provided that the deadline for payment of rent shall be extended one day for each day after August 15, 2003 that the County notifies BellSouth of the adjusted rent, if the County does not provide such notice by August 15, 2003 as aforesaid.

4. Section 25, NOTICES, is hereby deleted in its entirety and replaced with the following:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. All notices, approvals and consents required under this Agreement must be in writing to be effective. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Aviation Department
Fort Lauderdale-Hollywood International Airport
320 Terminal Drive
Fort Lauderdale, FL 33315

With a copy to:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR LESSEE:

BellSouth Telecommunications, Inc.
Room E7J
3535 Colonnade
Birmingham, AL 35243
Attn: Manager - Corporate Real Estate & Services

With a Copy to:

BellSouth Telecommunications Legal Department
675 West Peachtree Street, N.E., Suite 4300
Atlanta, GA 30375
Attn: Senior Counsel - Real Estate

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto hereby agree that this document shall control.

6. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. Preparation of the Agreement, as amended, has been a joint effort of Lessee and County and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
10. Except as set forth in the Agreement, as amended, no modification, amendment, or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document and executed by the parties hereto.
11. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
12. The parties hereby irrevocably submit to the jurisdiction of Florida's state or federal courts in any action or proceeding arising out of or relating to the Agreement, as amended and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs. The parties agree that the Agreement, as amended, shall be construed and interpreted according to the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights either may have to a trial by jury of any such litigation.
13. In the event the Agreement, as amended, or a portion of the Agreement, as amended, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Lessee elects to terminate the Agreement. Any election to terminate the Agreement under this provision must be based upon a materially adverse effect to the terminating party arising from the court's findings and must be made within seven (7) days after the finding by the court becomes final.
14. This Amendment No. 1 may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

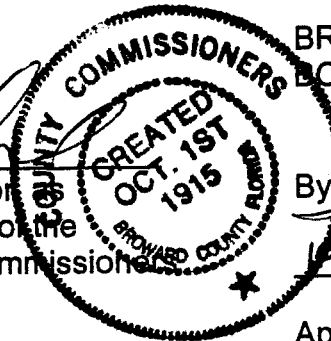
AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BELL SOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Agreement of Lease on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 19th day of August, 2003, and by BELL SOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY signing by and through its duly authorized representatives.

COUNTY

ATTEST:

[Signature]
County Administrator
the Ex Officio Clerk of the
Board of County Commissioners



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By [Signature]
Vice Mayor
19th day of August, 2003.

WITNESS:

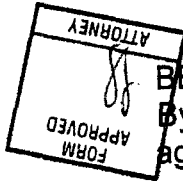
Approved as to form by Office of County
Attorney Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Room 423
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Facsimile: (954)357-7641

By [Signature]
Assistant County Attorney

LESSEE

WITNESS:

[Signature]
[Signature]
James T. Elder



BELLSOUTH TELECOMMUNICATIONS, INC.
By: BellSouth Affiliate Services Corporation, as
agent

By: [Signature]
D. R. Gilbert, Manager - Corporate Real
Estate Services

AMENDMENT NO. 2 TO THE LEASE AGREEMENT

BETWEEN

BROWARD COUNTY, FLORIDA

AND

**BELLSOUTH TELECOMMUNICATIONS, INC.
F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY**

THIS AMENDMENT NO. 2 ("Amendment") to the Lease Agreement is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called "County," and BELLSOUTH TELECOMMUNICATIONS, INC., F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Georgia corporation, its successors and assigns, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the County and Lessee entered into that certain Lease Agreement dated September 27, 1983, ("Agreement");

WHEREAS, the County and Lessee entered into that certain Amendment No. 1 to the Agreement dated August 19, 2003 (the Agreement, as amended, is referred to as the Agreement below);

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements both herein and in the Agreement, the County and the Lessee hereby mutually undertake, promise and agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
2. References in the Agreement to Lessee, a Florida corporation, are hereby amended to refer to Lessee, a Georgia corporation.
3. Section 3, TERM, is hereby amended to add the following at the end of text in the section:

The Agreement shall be extended for the period of September 1, 2005 through November 30, 2005 (the "Second Extension Period").

4. No rent shall be due from Lessee for the Second Extension Period; provided that the County reserves its rights to seek rent for the Second Extension Period if the County, in connection with its current investigation into the propriety of charging rent for the leased premises, believes that it has a basis to do so. BellSouth reserves its rights to disagree with any County conclusion that it has a basis to seek rent. It is understood that the parties intend to resolve this issue in advance of the conclusion of the Second Extension Period.
5. Section 25, "NOTICES," is hereby amended to add the following additional address for notice to Lessee: BellSouth Telecommunications, Inc., 150 W. Flagler Street, Suite 1910, Miami, Florida 33130, Attention: Real Estate Attorney.
6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto hereby agree that this document shall control. Capitalized terms, not otherwise defined herein shall have the meaning set forth in the Agreement.
7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Preparation of this Amendment has been a joint effort of Lessee and County and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
9. Except as set forth in the Agreement, as amended, no modification, amendment, or alteration in the terms or conditions contained in the Agreement shall be effective unless contained in a written document and executed by the parties hereto.
10. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
11. This Amendment No. 2 may be executed counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Lease Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2005, and by BELLSOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY signing by and through its duly authorized representatives.

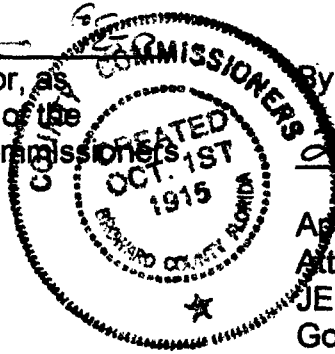
AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BELL SOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
County Administrator, as
the Ex Officio Clerk of the
Board of County Commissioners



By *[Signature]*
Mayor
23rd day of August, 2005.

WITNESS:

Approved as to form by Office of County
Attorney Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Room 423
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Facsimile: (954)357-7641

By *[Signature]*
Assistant County Attorney

AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY,
FLORIDA AND BELL SOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN
BELL TELEPHONE AND TELEGRAPH COMPANY

LESSEE

WITNESS:

Roby Kan
Donoroby



BELLSOUTH TELECOMMUNICATIONS, INC.
By: Sunlink Corporation, agent

Douglas R. Gilbert
By: _____
D. R. Gilbert, Manager - Corporate Real
Estate Services

AMENDMENT NO. 3 TO THE LEASE AGREEMENT

BETWEEN

BROWARD COUNTY, FLORIDA

AND

BELLSOUTH TELECOMMUNICATIONS, INC.
F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

THIS AMENDMENT NO. 3 ("Amendment") to the Lease Agreement is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called "County," and BELLSOUTH TELECOMMUNICATIONS, INC., F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Georgia corporation, its successors and assigns, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, the County and Lessee entered into that certain Lease Agreement dated September 27, 1983, ("Initial Agreement");

WHEREAS, the County and Lessee entered into that certain Amendment No. 1 to the Agreement dated August 19, 2003 and Amendment No. 2 to the Agreement dated August 23, 2005 (the Initial Agreement, as amended, is referred to as the "Agreement" below);

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements both herein and in the Agreement, the County and the Lessee hereby mutually undertake, promise and agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
2. Section 3, TERM, is hereby amended to add the following at the end of the text in the section:

The Agreement shall be extended for the period of December 1, 2005 through May 31, 2006 (the "Third Extension Period").

3. No rent shall be due from Lessee for Third Extension Period; provided that the County reserves its rights to seek rent for the Third Extension Period, as well as for the Second Extension Period, if the County, in connection with its current investigation into the propriety of charging rent for the leased premises, believes that it has a basis to do so. BellSouth reserves its rights to disagree

with any County conclusion that it has a basis to seek rent. It is understood that the parties intend to resolve this issue in advance of the conclusion of the Third Extension Period.

4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto hereby agree that this document shall control. Capitalized terms, not otherwise defined herein shall have the meaning set forth in the Agreement.
6. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
7. Preparation of this Amendment has been a joint effort of Lessee and County and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
8. Except as set forth in the Agreement, as amended, no modification, amendment, or alteration in the terms or conditions contained in the Agreement shall be effective unless contained in a written document and executed by the parties hereto.
9. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
10. This Amendment No. 3 may be executed counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to the Lease Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2005, and by BELLSOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY signing by and through its duly authorized representatives.

AMENDMENT NO. 3 TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BELLSOUTH TELECOMMUNICATIONS, INC. F/K/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as
the Ex Officio Clerk of the
Board of County Commissioners

By _____
Mayor
_____ day of _____, 2005.

Approved as to form by Office of County
Attorney Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Room 423
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Facsimile: (954)357-7641

By _____
Assistant County Attorney

LESSEE

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.
By: Sunlink Corporation, agent

By: _____
D. R. Gilbert, Manager - Corporate Real
Estate Services