FIRST AMENDMENT TO PCS SITE AGREEMENT

This First Amendment (the "First Amendment") to that certain PCS Site Agreement dated May 31, 2001 (the "Agreement") by and between Town of Howey-In-The-Hills, Florida, a Florida municipal corporation and SprintCom, Inc., a Kansas corporation is made and entered into this _______ day of ________, 2006 (the "Effective Date"), by and between, Howey-In-The-Hills, a Florida municipal corporation (the "Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom") (collectively, the "Parties").

RECITALS

WHEREAS, Owner leases to SprintCom ground and tower space and all access and utility easements, if any, on a certain parcel of land consisting of approximately three hundred seventy-five (375) square feet, located at 316 W. Grant Street, Town of Howey-In-The-Hills, Lake County, Florida (the "Site"); and

WHEREAS, Owner and SprintCom entered into the Agreement for the use of a certain portion of the Site; and

WHEREAS, Owner and SprintCom desire to modify the Agreement to increase ground space at the Site for installation of Tenant's Permanent Generator with related supporting equipment and applicable easements (the "Permanent Generator"), to adjust the monthly Rental amount, and to update Notice Addresses for both Parties.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- Owner and SprintCom acknowledge and agree that SprintCom's ground space shall be increased by one hundred thirty (130) square feet for the installation of SprintCom's Permanent Generator and supporting equipment at the location depicted on Exhibit C. The parties also agree that the costs for such installation shall be borne by SprintCom.
- 2. Landlord and Tenant agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A and Tenant's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3. Effective upon the earlier to occur of commencement of installation of the Permanent Generator (the "Commencement Date"), the Agreement Fee shall be increased and payable in equal monthly installments of Two Hundred Fifty

Dollars (\$250.00), (the "Increased Fee"). The increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

4. The Parties hereby update their Notice Addresses' as follows:

Owner:

Town of Howey-In-The-Hills, Florida a Florida municipal corporation P.O. Box 67 Howey-In-The-Hills, Florida 34737

SprintCom, Inc.:

Sprint Nextel Property Services Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, KS 66251-2650

With a Copy To:

Sprint/Nextel Law Department Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, KS 66251-2020 Attn: Real Estate Attorney

- 5. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 6. All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date.

	Agreed to and accepted by: TENANT:
Signed, sealed and delivered in the	Town of Howey-In-The-Hills, Florida,
presence of: Brenda Brasher	a Florida municipal corporation
Branda Breshor	- The second of
Witness Cheryl Moom	By: Frendh of Frank.
Witness Sheryil Osbarn	Name: Kenneth L. Green Jr
	Title: Mayor Town of Howey
	Date: 7/26/66
	Agreed to and accepted by:
	LANDLORD:
Signed, sealed and delivered in the	SprintCom, Inc.,
presence of:	a Kansas corporation
Rochel Randall	
Witness Add Radge	λ .
Jamantile mit	By: Spin le To
Witness Samantha Smith	
	Name: <u>David Wong</u>
	Title: Area Manager Site Development
	Date: 7/13/06

Exhibit A-1

A portion of the following described Parent Tract:

PARENT TRACT:

From the Northwest Corner of Southeast Quarter of Southeast Quarter of Section 25, Township 20 South, Range 25 East, run South 230 feet; thence West 20 feet to Point of Beginning, otherwise known as Northeast Corner of Black F—6, Town, of Howey; run thence South 34 degrees 15 minutes East 165 feet; thence South 00 degrees 15 minutes East, 124.2 feet; thence South 66 degrees 56 minutes West along North line of Grant Street, 485.15 feet, thence North 77 degrees 30 minutes West 165 feet; thence Northeasterly along shoreline of Lake Illinois to Paint of Beginning, describing what is known as Black F—6, Town of Howey.

A 15' NON-EXCLUSIVE INGRESS-EGRESS EASEMENT:

A 15 feet wide easement for the purposes of Ingress-Egress lying 7.5 feet both sides of the following described centerine:

A portion of Block F-6, Unrecorded Plot of Howey in the Hills begin a parcel of land on the Southeasterly share of Lake Illinois and tying Northwesterly of the Crant Street, Northwesterly of Dupont Circle, Westerly of Central Avenue and Westerly of Oak Street, more particularly described as follows:

From the Southwesterly Carner of Lot 2, Block E-16, Lake View Estates, according to the Plat thereof as recorded in Plat Book 12, Page 20, Public Records of Lake County, Florida run thence South 73'00'52" West 100.00 feet to the Most Southerly carner of Lot 7, of said Block E-16; thence South 17'02'15" West, a distance of 59'12 feet to a point, said point also being the Point of Beginning of the herein described centerine of the Ingrese-Egress Easement; thence North 69'32'54" West, a distance of 26.92 feet to a point; thence North 83'18'35" West, a distance of 58.90 feet to a point; thence South 87'50'21" West, a distance of 43.95 feet to a point; thence South 76'43'45" West, a distance of 13.37 feet to a point; thence South 54'35'02" West, a distance of 19.24 feet to a point; thence South 20'56'44" West, a distance of 20'13 feet to a point; thence South 10'14'57" East, a distance of 31'56 feet to a point; thence South 19'10'30" East, a distance of 25.90 feet to a point; thence South 36'30'12" East, a distance of 13.09 feet to a point, thence South 48'45'41" East, a distance of 30.41 feet to the Point of Terminus of the aforementioned centerline of the ingrese-Egress Easement. The sidelines of 30d casement to be prolonged and/or shortened to meet at engle points, boundary lines and right—of-way lines.

A 15' NON-EXCLUSIVE UTILITY EASEMENT:

A 15 look easement for the purpose of utilities, being described as follows:

A partian of Black F=6, Unrecorded Plat of Howey in the Hills begin a parcel of land on the Southeasterly share of Lake Illinois and lying Northwesterly of the Grant Street, Northeasterly of Dupont Circle, Westerly of Central Avenue and Westerly of Oak Street, more particularly described as follows:

From the Southwesterly Corner of Lot 2, Block E-16, Lake View Estates, according to the Plot thereof as recorded in Plot Back 12, Page 20, Public Records of Lake County, Florido run thance South 73'00'52" West 100.00 feet to the Most Southerly carner of Lat 7, of soid Block E-16; thence South 42'12'50" West 144.96 feet to a point, said point also being the beginning of a curve concave Westerly and having a radius of 30 feet and to which a radial line bears North 63'23'38" East; thence South 38'26'29" West, a distance of 12.55 feet to a point; said point also being the Point of Beginning of the herein described Utility Easterment; thence South 48'45'41" West, a distance of 60.12 feet to a point; thence South 41'17'33" East, a distance of 46.43 feet to a point, thence South 48'42'07" West, a distance of 15.00 feet to a point; thence North 41'17'53" West, a distance of 88.09 feet to a point; thence North 48'42'07" East, a distance of 15.00 feet to a point; thence North 48'45'41" East, a distance of 35.14 feet to a point; thence South 41'14'19" East, a distance of 5.00 feet to a point; thence South 41'14'19" East, a distance of 25.00 feet to a point; thence South 41'14'19" East, a distance of 5.00 feet to a point; thence South 41'14'19" East, a distance of 25.00 feet to a point; thence South 41'14'19" East, a distance of 10.00 feet to the aforementioned Point of Beginning of the above described Utility Easement.

EXHIBIT C

