

RESOLUTION NO. 01-01-07

A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SITE LEASE AGREEMENT WITH NEXTEL SOUTH CORPORATION, A GEORGIA CORPORATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) has agreed to enter into a Site Lease Agreement (“Lease”) with Nextel South Corp. (“Nextel”) for the construction of a 150’ replacement telecommunications tower and related equipment shelter at 640 Old Dixie Highway at the Town’s Public Works Facility; and

WHEREAS, the terms and conditions of the Lease between the Town and Nextel are set forth in the Lease attached hereto as **Exhibit “A”** and incorporated herein by reference

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Lease attached hereto as **Exhibit “A”** and all other necessary documents to effectuate the Contract.

Section 3. This Resolution shall be effective upon adoption.

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

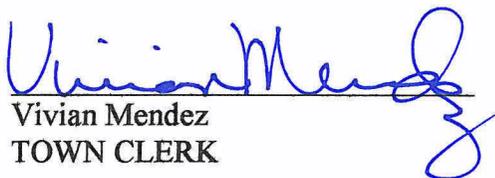
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>Absent</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 01-01-07 duly passed and adopted this 3 day of January, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

TELECOMMUNICATIONS FACILITY LAND LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement"), made this 17 day of January, 2007, 2006, between the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida with its mailing address located at 535 Park Avenue, Lake Park, Florida 33403, hereinafter designated as "LESSOR", and Nextel South Corp., a Georgia corporation, hereinafter designated as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. PREMISES; TOWER LEASING AND MODIFICATIONS.

1.1 LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "**Property**") located at 640 Old Dixie Highway at the Town of Lake Park Public Works Department facility in the Town of Lake Park, Palm Beach County, Florida, 33403 said portion being described as containing approximately 570 square feet (15' x 38') (the "**Land Space**"), for the purpose of constructing and maintaining a 150 foot stealth flagpole communication facility ("**Tower**" or "**Facility**") together with the non-exclusive right (the "**Right of Way**") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and antenna equipment, cable wiring, back-up power sources (including generators and above ground fuel storage tanks), related fixtures, and an antenna support structure, related utility wires, poles, cables, conduits, and pipes over, under, or along right-of-way extending from the nearest public right-of-way, to the Land Space; said Land Space and Right of Way (hereinafter collectively referred to as the "**Premises**") being substantially as described herein in the survey and site sketch with legal description as set forth in **Exhibit A** attached hereto and made a part hereof. The LESSOR makes no warranty, representation or undertaking, express or implied, as to the condition of the leased Premises for the proposed use and the LESSEE, at its sole cost and expense, hereby agrees to put said Premises in such condition for its proposed use. The Premises is leased as it currently exists in an **AS IS** condition and the LESSEE, who has inspected the Premises prior to entering into this Agreement, accepts the Premises as is. The LESSEE shall have the right during the term of this Lease and any renewal terms hereof, to connect its communications facility to the LESSOR's replacement generator to be located on the Property in accordance with the terms of this Lease related thereto.

1.2 A description of the communications antennas, conduits, frequencies and equipment to be used on the Premises by LESSEE is set forth in **Exhibit B** ("**LESSEE Facilities and Frequencies**"), attached hereto and made a part hereof. The engineering drawings for the Tower prepared by Clough, Harbour & Associates are attached hereto as **Exhibit C**, which drawings shall be replaced in the future with LESSOR approved construction or as-built drawings. Photo simulations of the Tower are attached hereto as **Exhibit D**. LESSEE shall not at any time construct or install any additional antennas or equipment or make any improvements, alterations or modifications to the Premises without the prior written consent of the LESSOR, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the LESSEE acknowledges that the appearance of the Tower and its compatibility with the surrounding areas is a significant and major concern of the LESSOR and that the LESSOR shall have the sole and exclusive discretion to approve or deny a request for the installation of additional equipment and/or antennas, based solely on aesthetics. In no event shall the LESSEE be permitted to make changes or modifications which: (i) expand or materially change or alter the

LESSEE's use of the Premises; (ii) are installed outside of the boundaries of the Premises as depicted on **Exhibit B**; or (iii) may otherwise adversely affect the structure or appearance of the Premises. Whenever the LESSEE desires to make alterations, improvements, modifications, additions or other changes to the equipment or antennae designated on **Exhibit B**, then the LESSEE prior to making said changes shall provide the LESSOR with plans and specifications which fully describe the equipment and/or antennae to be installed. The plans and specifications shall include, but not be limited to, the name of the manufacturer(s), model numbers, serial numbers, safety requirements, dimensions, weight, frequencies, and the location of the proposed installation(s) on the Premises. The plans and specifications shall be reviewed by the LESSOR and approved prior to the commencement of any proposed changes or improvements. The LESSOR's approval will not be unreasonably withheld, conditioned or delayed. After LESSOR's approval of the plans and specifications, an updated **Exhibit B** to this Agreement shall be prepared by LESSEE and signed by both the LESSOR and the LESSEE.

1.3 The LESSOR approved site plan and landscaping drawings depicting the location of the Tower, the fencing and landscaping to be installed by LESSEE, the antennas located thereon and the equipment shelters located within the Land Space is attached hereto as **Exhibit E**. LESSEE shall install and maintain (and replace when necessary) a security fence surrounding the Tower compound and allow access by LESSEE and LESSOR and their agents, employees and contractors.

1.4 In the event any public utility is unable to use the Right of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE. LESSEE shall obtain and install a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE's operations and for the exterior lighting of LESSEE'S equipment shelter. LESSEE is responsible for paying the costs of such electrical usage directly to the local utility provider. If it is determined that LESSEE has consumed electrical service or other utilities which are in addition to those metered by LESSOR's separate meter, LESSOR shall have the right to invoice LESSEE for any such charges, which shall be in addition to the Rent and other payments required to be made by LESSEE under this Agreement. LESSOR shall not be liable for any interruption or stoppage of electrical service to the Premises or for any damage to persons or property resulting from that interruption or stoppage, unless caused by the negligence or willful misconduct of LESSOR, its employees, servants or agents

1.5 LESSEE shall comply with all reasonable security procedures established by LESSOR to prevent unauthorized access by third parties to the Premises, provided said procedures do not interfere with LESSEE's 24-hours, 7-days a week access to the Premises. LESSOR reserves the right to enter the Premises at any time. LESSEE shall use the Premises in a manner which will not unreasonably disturb the occupancy and operations of the LESSOR.

1.6 Any additional antennas, reception or transmission dishes, or other similar receiving or transmitting devices proposed for attachment to the Tower shall require LESSOR review and approval in the same manner the Tower was originally approved together with any additional regulations that have been adopted since that approval. The intent of this requirement is to ensure that the structural integrity, visual aesthetics, and land use compatibility of communication towers upon which additional antennas, communication dishes, etc., are to be installed. All antennas, reception or transmission dishes, or other similar receiving or transmitting devices proposed for attachment to the Tower shall be subject to all approvals required under all applicable governmental laws, codes and ordinances. The Town of Lake Park is leasing the Premises to LESSEE in its proprietary capacity, however, nothing in this Agreement shall be construed to prohibit or in any way restrict the Town of Lake Park, in its capacity as a local government, from enforcing any and all applicable laws within the Town of Lake Park relating to the maintenance, construction and use of the communications facility being operated within the Premises.

1.7 The request for the LESSOR's approval to install additional antennas, dishes or other similar equipment shall include a certification from an engineer registered by the State of Florida, which states that the additional proposed devices to be installed will not adversely impact the structural integrity of the Tower. In the event that the structural analysis indicates that the Tower cannot support the addition of the Alterations proposed to be performed, the Alterations shall not be permitted unless LESSOR and LESSEE can agree to structural modifications to the Tower which would enable the Tower to support the Alterations. In the event the parties agree on the structural modifications, the party requesting the Alterations shall perform all modifications to the Tower required to support said Alterations, all at such party's sole cost and expense. A visual impact analysis of the proposed additional equipment on all properties within a 3,000 foot radius of the Tower, including but not limited to, an aerial photograph with a scale of not more than 1"= 300', indicating all adjacent land uses within a radius of 3,000 feet from all property lines of the Tower, a line of site analysis, and other such information as may be required by the LESSOR must also be included as part of any application to install one or more additional communication devices to the Tower. The proposed shared use (collocation) of the Tower will be evaluated taking into consideration, but not limited to, the following factors: the structural capacity of the Tower, any radio frequency interference, the geographic service area requirements, the difficulty, ability or inability to locate the proposed equipment on the Tower, the mechanical and/or electrical compatibilities, the compliance of the Tower with LESSOR's current setback, separation and location requirements, the availability of additional ground space for the location of additional equipment shelters, the costs of sharing the Tower space versus costs of constructing a new tower, any restrictions or limitations of the Federal Communications Commission and/or the Federal Aviation Administration, and any other factors the LESSOR deems relevant, necessary or appropriate to fully review and evaluate the potential impacts of the proposed alterations. Antennas, dishes, and other devices and supporting electrical equipment, conduits, and wiring shall be of a neutral color that is identical to or closely compatible with the color of the Tower to minimize the visual impacts on the surrounding development. Additional antennae and related equipment may not extend above the height of the Tower.

1.8 LESSEE shall be responsible for all construction, development, of the Tower and LESSEE's equipment, but shall be entitled to recover its pro-rata share of such costs pursuant to Paragraphs 2.4 and 2.5 herein. LESSEE shall be responsible for the maintenance, repair and insurance costs associated with LESSEE's leasehold interests only. LESSEE shall remove the existing tower, antennas, and related equipment of the LESSOR located adjacent to the building on the Property and as shown on **Exhibit A**. LESSEE shall turn over the removed antennas and related equipment to the LESSOR which the LESSOR may relocate on another tower with the LESSEE to reimburse the LESSOR for the antenna relocation costs in an amount not to exceed \$7,500.00. The scheduling of the removal of the LESSOR's existing tower and equipment and the relocation (by LESSOR's contactors) of said equipment to the new tower shall be coordinated by and between the LESSEE, the LESSOR and the LESSOR's contractors. The LESSEE shall bear the costs of constructing of the Tower which shall be capable of accommodating a minimum of three (3) FCC licensed wireless telecommunication providers of equal load to what LESSEE proposes to install on the Tower. Ownership of the Tower will be transferred from the LESSEE to the LESSOR by Bill of Sale in the form attached hereto as **Exhibit F**, upon occupancy by the LESSEE, and receipt of certificate of occupancy by the LESSOR. LESSOR grants the LESSEE the right to recover the costs associated with LESSEE's development, construction, and maintenance of the Tower and Common Elements (including, but not limited to, the generator upgrade costs in paragraph 2.3) as indicated in Section 2.4 and 2.5. This recoverable amount shall be allocated equally among all future third party licensees or lessees and shall be paid directly to LESSEE by the future third party licensee(s) or lessees collocating on the Tower as a Capital Contribution Reimbursement, which shall be due and payable at the time the third party licensee or lessee commences construction of its improvements on the Tower.

1.9 In compliance with Florida Statutes 713.10, LESSEE covenants and agrees that nothing contained in this Agreement shall be construed as a consent on the part of LESSOR to subject the estate of LESSOR to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the LESSOR's estate shall not be subject to such liability. LESSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by LESSOR, and will indemnify LESSOR against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVE THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR OR SUBCONTRACTOR ENGAGED BY LESSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LEASED PREMISES.

2. RENT AND TERM.

2.1 This Agreement shall be effective as of the date of execution by both parties, provided, however, that the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined). The Agreement shall commence within thirty (30) days after final execution of this Agreement or upon the issuance of a building permit for the Tower by the LESSOR, whichever occurs last (the "**Commencement Date**"). Rent for the first year in the amount of \$21,900.00, based upon monthly rent of \$1825.00 ("**Rent**"), shall be paid on or before the Commencement Date.. Thereafter, the LESSEE will pay Rent annually in advance on each anniversary of the Commencement Date. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter, including during all applicable extension terms of this Agreement, annual Rent shall increase by an amount equal to four percent (4%) of the previous year's annual Rent.

2.2 If LESSEE fails to make any payment of Rent within fifteen (15) days after receipt of written notice from LESSOR of such failure, then LESSEE shall pay a late charge in an amount equal to five percent (5%) of the amount of Rent then due. The late charge will be paid to LESSOR within thirty (30) days after demand by LESSOR. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by LESSOR. LESSEE and LESSOR agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by LESSOR in handling the delinquency. Any and all sums of money or charges required to be paid by LESSEE under this Agreement other than the Rent shall be considered "Additional Rent" whether or not the same is so specifically designated and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR relating to Rent.

2.3 On or before the Commencement Date, the LESSEE shall pay LESSOR a one-time financial capital contribution of Forty Thousand Dollars (\$40,000.00), which funds shall be used by the LESSOR for the purchase and installation of a new 100kw (or larger) back-up generator to be located on the Property, which will replace the existing generator of the LESSOR, and will be capable of powering the LESSOR's property and equipment, the LESSEE's communications facilities, and those of any third party co-locator on the Tower. The LESSEE shall install a separate demand meter to measure the LESSEE's generator use. LESSOR will be responsible for reading said demand meter and submitting a bill to LESSEE as Additional Rent. LESSEE's electrical usage fees shall based upon the prevailing rate being charged by the local electrical utility company for that period. In addition, on or before the

Commencement Date, the LESSEE shall reimburse the LESSOR for actual legal and professional consulting fees and costs incurred by the LESSOR in negotiating and consummating this Agreement, which shall be considered as costs associated with LESSEE's development and is a recoverable amount to be allocated equally among all future third party licensees or lessees. LESSOR shall provide LESSEE with documentation of all reimbursable fees and costs upon request.

2.4 LESSEE shall have the exclusive right to collect a pro-rata share of the development costs of the Common Elements of the Tower from any third party user. "**Development Costs**" shall mean all costs associated with the development of the common elements of the Tower. "**Common Elements**" of the Tower shall include, but not be limited to, the back-up generator and fuel source, the ground ring, pad/foundation, fencing/enclosure, tower, landscaping, site preparation costs (i.e. engineering, surveying, environmental and other fees and costs for legal, professional and other services) required for the development of the Common Elements of the Tower escalated at an annual rate equal to the rate of escalation for the Agreement. Development Costs shall not include the costs associated with the installation of the equipment, improvements, fixtures, dishes, lights, switches, batteries, grids, antenna(s), lines, accessories, appurtenances, or services necessary for the exclusive use by LESSEE, its affiliates or assignees. Upon the completion of construction on the Premises, Lessee will provide Lessor with the final dollar amount for all Development Costs to be reimbursed by third party users. The Development Cost reimbursement will be divided equally among all third party users. All agreements entered into between third party users and Lessor, must include this reimbursement amount in the agreement, to be paid in full to Lessee prior to commencement of any construction on the Premises.

2.5 In addition, LESSEE shall have the exclusive right to collect a pro-rata share of the maintenance costs of the Common Elements of the Tower from any third party user. "**Maintenance Costs**" shall mean all costs associated with the maintenance, repair, upkeep and replacement of the Common Elements of the Tower. All third party users who are authorized by LESSOR, by written or oral agreement, to use or occupy the Common Elements shall pay to LESSEE, their pro-rata share of any costs of maintenance, repair and replacement of the Common Elements which are incurred over the entire term of their agreement with LESSOR, in accordance with itemization of such costs provided by LESSEE. LESSEE may invoice each subsequent third party user for its pro-rata share of the Maintenance Costs at reasonable periods, but not less than once annually.

3. TERM EXTENSIONS.

LESSEE shall have the right to extend this Agreement for three (3) additional five (5) year terms. This Agreement will automatically renew for each successive renewal term unless LESSEE notifies LESSOR in writing of its intention not to renew at least ninety (90) days prior to the expiration of the then existing 5-year term.

4. USE; GOVERNMENTAL APPROVALS; ALTERATIONS AND MAINTENANCE.

4.1 LESSEE shall be permitted to use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment and conduits installed by LESSEE after the Commencement Date shall be at LESSEE's sole expense and the installation of all improvements shall subject to the review and approval by the LESSOR. At any time during the term of this Agreement, LESSEE shall have the right to replace, repair, add to or otherwise modify the Existing LESSEE Facilities or any portion thereof and the frequencies over which the equipment operates, provided that any and all proposed replacements, repairs, and/or modifications presented to the LESSOR for prior written approval and are reviewed and approved under

the terms of this Agreement and, LESSEE complies will all applicable governmental laws, codes and ordinances. It is understood and agreed that LESSEE's ability to continue to use the Premises is contingent upon its obtaining (or maintaining, as applicable) after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any applicable Federal, State or Local authorities which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Premises is no longer technically compatible for its use, or (iv) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All Rentals paid (including prepaid Rent) to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of Rent to LESSOR, except if LESSEE is holding over or is otherwise in breach of this Agreement.

4.2 LESSEE will maintain, at its sole cost and expense, the LESSEE facilities located within the Premises in good condition, reasonable wear and tear and damage caused by casualty excepted. All work to be performed on the Premises must be performed by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner, shall be prosecuted to completion and shall be performed in accordance with all applicable governmental laws, codes and ordinances. LESSEE acknowledges that all work performed by or on behalf of LESSEE is performed and accomplished solely for the benefit and convenience of LESSEE and not for the benefit of LESSOR. In connection with any work performed by or for LESSEE on the Premises, LESSEE shall ensure that all persons or entities performing such work or providing materials relating to such work, including without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

4.3 Any damage caused to the Property due to the acts or omissions of LESSEE, its agents, employees or contractors, or any damage caused by the installation, repair, maintenance and operation of the communications facilities within the Premises, shall be repaired at no cost to LESSOR; provided, however, the repair any such damage caused solely by LESSOR, its agents, employees or contractors or caused by the installation, repair, maintenance or operation of LESSOR's facilities located within the Property (including the facilities located within Premises), shall be at the sole cost and expense of LESSOR. If LESSEE fails to perform its obligations under this Paragraph, and such failure continues beyond the notice and cure period set forth in Section 20 of this Agreement, LESSOR may perform the maintenance or repair at LESSEE's expense. LESSEE will reimburse LESSOR within thirty (30) days after receipt of an invoice from LESSOR for the reasonable cost of such maintenance or repair.

4.4 LESSEE accepts the Premises in its "AS IS" condition as of the execution date this Agreement, together with all defects, patent or latent, if any, and subject to all easements, encumbrances, restrictions and matters of record as of the effective date of the Original Lease. LESSEE further acknowledges that LESSOR has made no warranties or representations of any nature whatsoever regarding the condition of the Premises or the Property, or the suitability thereof for LESSEE's use thereof.

4.5 LESSEE, subject to the terms and conditions of this Agreement, shall have the right to use that portion of the Tower extending from seventy five (75') feet to eighty five (85') feet (the "Reserved Tower Space") for the purpose of installing, maintaining and operating its communications equipment. Under no circumstances shall LESSOR assign, lease, license, sublease or otherwise transfer its right to use the Reserved Tower Space or any portion thereof to any third party, however, LESSEE shall have the right to assign its rights as indicated in Paragraph 14 of this Agreement. Scheduling of any and all work on the Tower will be coordinated with LESSOR. Any future maintenance necessitating access by LESSEE to the Tower must be coordinated with LESSOR within a reasonable time not less than seventy-two (72) hours prior to work being done, except that such coordination period shall be reduced accordingly based on emergency circumstances. All of LESSEE's antennas and equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps. Any inspection or approval given or done by LESSOR pursuant to this Agreement is solely for its own benefit. LESSOR shall have no liability or responsibility to LESSEE or any third party as a result of any inspection or approval given by LESSOR and LESSEE should not rely upon the same other than for the specific purposes set forth herein. All of LESSEE's antennas and equipment on the Tower must be kept and maintained by LESSEE at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable governmental laws, codes and ordinances. Under this Agreement, LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's antennas and equipment. .

4.6 It is further understood and agreed by LESSEE that LESSOR must approve of all contractors and personnel chosen by LESSEE to install, maintain and operate LESSEE's antennas and equipment on the Tower, and that LESSEE's maintenance and operation of its antennas and equipment will in no way damage or interfere with the use of the Premises by LESSOR and/or any third party co-locators. LESSOR's approval of such contractors and personnel shall not be unreasonably withheld, delayed or conditioned.

5. INDEMNIFICATION.

5.1 To the fullest extent permitted by laws and regulations, LESSEE shall indemnify, defend, save and hold harmless, LESSOR, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the use and/or occupancy of the Premises and the Property by LESSEE or any of its subcontractors, agents, officers, employees or independent contractors. LESSEE shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). LESSOR reserves the right to reasonably approve of the legal counsel selected by LESSEE to conduct any defense in any such proceedings, and all costs and fees associated therewith shall be the responsibility of LESSEE. Nothing contained herein is intended nor shall it be construed to waive LESSOR's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time. Notwithstanding anything contained herein, LESSEE is not responsible under this Paragraph for any claims, damages, losses, liabilities and expenses, pertaining to or arising out of the sole acts or omissions of LESSOR or any of its employees, agents or contractors.

5.2 The LESSEE's obligation to indemnify, defend, and pay for the defense, or at the LESSOR's option, to participate and associate with the LESSOR in the defense and trial of any claim and related settlement negotiations, shall be triggered by the LESSOR's notice of claim for indemnification to LESSEE. LESSEE's inability to evaluate liability or its evaluation of liability, shall not excuse the LESSEE's duty to defend and indemnify within 7 days after such notice is given by the LESSOR by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically

finding the LESSOR solely negligent, shall excuse performance of this provision by LESSEE. LESSEE shall pay all costs and fees related to this obligation and its enforcement by the LESSOR. The LESSOR's failure to notify the LESSEE of a claim shall not release the LESSEE of the above duty to defend and indemnify.

5.3 Except for liability resulting from or arising out of the acts or omissions of LESSOR or any of its employees, agents or contractors, LESSOR will not be liable for the following: (i) loss of or damage to LESSEE's property located in or on the Premises or the Property, by theft or otherwise; (ii) injury or damage to persons or property or the Premises resulting from fire, explosion, gas, electricity, water, rain, hurricanes, or leaks from any part of the Premises or from the pipes, appliances or plumbing works, street or subsurface or from any other place or by dampness; (iii) injury or damage caused by other tenants of the Property or any person on the Property, by occupants of property adjacent to the Property, by the general public, or by the construction of any private, public or quasi-public work; or (iv) any loss or damage due to imperfect or unsatisfactory communications experienced by LESSEE for any reason whatsoever, unless such imperfect or unsatisfactory communications results from the operation of LESSOR's antennas and equipment operated on the Tower or elsewhere on the Property.

6. INSURANCE.

6.1 During the entire term of this Agreement, LESSEE shall secure and maintain, at its own expense, a policy or policies of insurance, which must include the following coverage's and minimum limits of liability:

- (a) Workers Compensation and Employer's Liability Insurance for all employees of LESSEE engaged to work under this Agreement in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance with the following minimum limits of liability:
\$3,000,000 Combined Single Limits, Bodily Injury and Property Damage Liability Per Occurrence. Said coverage shall specifically include the following:
 - (1) Premise and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to this Agreement; and
 - (6) Personal Injury.
- (c) Comprehensive Automobile Liability Insurance for owned and hired automobiles and other vehicles used by LESSEE in the performance of work under this Agreement and with the following minimum limits of liability:
\$1,000,000 Combined Single Limits, Bodily Injury and Property damage liability per occurrence.

6.2 Notwithstanding the foregoing, the coverage amounts required above can be met by combination of underlying and umbrella policies. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF LAKE PARK IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE LESSEE UNDER THIS AGREEMENT. LESSEE shall provide thirty (30) days written notice of cancellation or non-renewal (ten (10) days for non-payment of premium). The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do

business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above.

6.3 LESSEE will deliver to LESSOR, no later than fifteen (15) days after the Commencement Date, certificates of insurance evidencing the coverage's required under this Agreement.

6.4 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the LESSOR with the express intention of the parties being that the required coverage's protect both parties as the primary insurance for any and all losses covered by the above described insurance. LESSEE by entering into this Agreement, agrees to a waiver of subrogation for each required policy of insurance, provided however, that the LESSOR acknowledges and agrees that the LESSEE does not agree to a waiver of subrogation for incidents that arise from the acts or omission of the LESSOR or its agents, employees, or contractors. The provisions of this Paragraph shall survive the termination or earlier expiration of this Agreement.

7. ANNUAL TERMINATION.

Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond the applicable notice and cure periods, and shall have paid all Rents and sums then due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon each annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. In the event LESSEE exercises such right of termination, then LESSEE shall pay LESSOR an annual termination fee equal to one year's annual Rent at the then current rate, which shall be in addition to any prepaid Rent for the then current term and any Rent due and owing under this Agreement as of the date of termination.

8. INTERFERENCE.

8.1 LESSEE shall only install antennas and equipment of the type and frequency which will not cause material interference which is measurable in accordance with then-existing industry standards. In the event of such interference and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. If LESSEE is unable to cure such interference within seventy-two (72) hours after receipt of notice from LESSOR, LESSEE agrees to temporarily discontinue use of LESSEE's Facilities or portion thereof causing the interference and/or to power down the interfering equipment until such time as LESSEE is able to cure the interference; provided, however, prior to curing such interference, LESSEE shall be able to intermittently continue use of the interfering equipment solely for the purpose of testing whether the interference has been cured.

8.2 In the event a dispute arises between LESSOR and LESSEE over the source of continuing interference under this Paragraph, LESSOR and LESSEE agree to mutually select an independent consultant ("**Independent Consultant**") with expertise in electronic telecommunications to determine the source of the interference. The Independent Consultant's determination will be conclusive. If the Independent Consultant determines that the LESSEE's Facilities are the source of the interference, LESSEE will pay all of the fees and expenses of the Independent Consultant and LESSEE will cease all operations until the interference is resolved. If the Independent Consultant determines that the LESSEE's Facilities are not the cause of the interference, the fees for the Independent Consultant shall be shared equally by LESSOR and LESSEE or the third party determined to have caused the interference as required by an agreement between the LESSEE and the third party user.

9. REMOVAL AT END OF TERM.

9.1 LESSEE shall, upon expiration of the term of this Agreement, or within sixty (60) days after any earlier termination of this Agreement, remove its building(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable governmental laws, codes and ordinances. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at the then existing rate (prorated on a per diem basis), or as otherwise indicated in Paragraph 27 of this Agreement, until such time as the removal of its equipment, fixtures and all personal property are completed. If LESSEE fails to remove its equipment, fixtures and all personal property within the sixty (60) day period, LESSOR shall have the right, upon notification to LESSEE, to remove and store or dispose of such equipment, fixtures and personal property at the sole cost of LESSEE, and LESSEE shall be subject to all fees, charges and costs associated therewith, including all reasonable attorney's fees incurred in connection with the removal and storage or disposal of such equipment, fixtures and personal property.

10. QUIET ENJOYMENT.

LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

11. TITLE.

LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the term of this Agreement that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the term of this Agreement that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. The representations and warranties of title, ownership and quiet enjoyment set forth in Paragraphs 10 and 11 of this Agreement are material terms of this Agreement and are made by LESSOR specifically to induce LESSEE to enter into this Agreement; and LESSOR understands and intends that LESSEE shall rely upon them.

12. INTEGRATION.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

13. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Agreement shall be in Palm Beach County, Florida.

14. ASSIGNMENT.

This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, conditioned or delayed. Subleasing by the LESSEE of any rights, title or interest acquired by virtue of this Agreement is strictly prohibited, and shall constitute a material breach of this Agreement which shall allow the LESSOR to immediately terminate the Agreement notwithstanding any notice and cure periods provided herein

15. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Town of Lake Park, Florida
 Attention: Town Manager
 535 Park Avenue
 Lake Park, Florida, 33458

 With a copy to: Town Attorney
 c/o Baird & Roselli
 11891 U.S. Highway One, Suite 100
 North Palm Beach, Florida 33408

LESSEE: Sprint Nextel Property Services
 6125 Lakeview Road, Suite 100
 Charlotte, NC 28269

With a copy to: Sprint Nextel Law Department
 Attention: Real Estate Attorney
 6391 Sprint Parkway
 Mailstop: KSOPHT0101-Z2020
 Overland Park, KS 66251-2020

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. SUCCESSORS.

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

17. RECORDING.

Neither this Agreement nor any Memorandum of this Agreement shall be recorded in the Public Records of any governmental entity. .

18. DEFAULT.

18.1 The following will be events of default by LESSEE under this Lease:

- (a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease;
- (b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of LESSEE; the foregoing shall also apply to all Guarantors;
- (c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by LESSEE or any Guarantor;
- (d) Any act which results in a lien being filed against the Leased Premises;
- (e) The liquidation, termination or dissolution of LESSEE or any Guarantor, or if LESSEE or any Guarantor is a natural person, the death of LESSEE or such Guarantor;
- (f) Failure to cure any non-monetary provision of this Lease within 30 days after written notice thereof to LESSEE.

18.2 In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. If LESSEE has created or becomes a nuisance or an unreasonable obstruction to the operation of the LESSOR's Public Works Facility, the LESSOR, after giving the LESSEE 72 hours advance notice to LESSEE to abate or remediate the nuisance, may initiate legal action to enjoin the nuisance, to recover damages caused by the nuisance, and seek all other legal and equitable relief to which the LESSOR is entitled.

18.3 In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

19. REMEDIES.

19.1 In the event of any default hereunder by LESSEE, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, the LESSOR shall have the following rights and remedies, which are cumulative and not alternative:

a) LESSOR may terminate this Lease by notice to LESSEE and retake possession of the Leased Premises for LESSOR's account. LESSEE shall then quit and surrender the leased Premises to LESSOR. LESSEE's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the expiration of the then current 5 year term. If LESSOR so elects, Rent shall be accelerated and LESSEE shall pay LESSOR damages in the amount of any and all sums that would have been due for the remainder of the then current 5 year term as an agreed upon amount of liquidated damages.

b) LESSOR may enter the Premises as agent of the LESSEE to take possession of any property of the LESSEE on the leased Premises, to store such property at the expense and risk of the LESSEE or to sell or otherwise dispose of such property in such manner as toe LESSOR may see fit without notice to the LESSEE. Re-entry and removal may be effected by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. LESSOR shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

c) Governmental Action, then the Base Rent and ad valorem taxes otherwise payable by LESSEE, shall, in each such case, be equitably reduced from the date possession is surrendered by LESSEE to the condemning or other authority. If LESSEE exercises the right herein granted to terminate, LESSEE shall be permitted a period of thirty (30) days following the giving of notice of termination by it in which to vacate the Premises.

19.2 Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefore. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state of Florida, provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default.

20. ENVIRONMENTAL.

20.1 As of the effective date of this Agreement: (1) LESSOR hereby represents and warrants that it shall not knowingly use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of LESSOR, and LESSOR has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

20.2 Both Parties should covenant that they will conduct their respective operations so as to comport with all Environmental Laws. If either Party ever has knowledge of the presence in or upon the Property of Hazardous Materials in violation of any Environmental Laws, then said Party must promptly notify the other Party within 24 hours of the nature of the release and comply with all applicable laws rules and regulations to the extent provided by law.

20.3 **“Hazardous Material”** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

20.4 **“Environmental Law”** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment. Both Parties should covenant that they will conduct their respective operations so as to comport with all Environmental Laws.

20.5 LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific negligent and or willful misconduct activities of LESSEE in and upon the Premises.

21. CASUALTY.

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other

casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

22. CONDEMNATION.

In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest.) Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the LESSOR under this Agreement.

23. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

24. APPLICABLE LAWS

During the term of this Agreement, LESSOR shall maintain the Property in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in and upon the Premises.

25. SURVIVAL.

12/08/06
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The provisions of this Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

26. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

27. HOLDOVER.

LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 9 herein, unless the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 9 and this Paragraph 27, then the Rent then in effect payable from and after the time of the expiration of the Lease or earlier removal period set forth in Paragraph 9 shall be increased to one hundred and fifty percent (150%) of the Rent applicable during the month immediately preceding such expiration or earlier termination.

28. TAXES.

LESSEE shall be responsible for the payment of all personal property taxes, charges and assessments levied, charged, or assessed by a governmental authority and which are directly attributable to LESSEE's equipment and personal property located on the Property.

29. ATTORNEY'S FEES.

It is the understanding of the Parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

30. ACCORD AND SATISFACTION.

In the event LESSEE pays an amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other remedy available to LESSOR pursuant to this Agreement or under the law.

31. FORCE MAJEURE.

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

32. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is provided pursuant to Section 404.056 of the Florida Statutes.

33. SAFETY CERTIFICATIONS.

On each of the following occasions, LESSEE will provide the LESSOR with a certification from a qualified independent third party acceptable to the LESSOR ("**Safety Certification**"): (i) prior to commencing installation of the equipment and LESSEE's Facilities; (ii) within sixty (60) days after commencing operation of the LESSEE's Facilities; and (iii) at any subsequent time that LESSEE makes material alterations to the LESSEE's Facilities that affect in any manner the equipment, LESSEE's Facilities or radio frequency transmissions from the equipment or the LESSEE's Facilities. Each Safety Certification must verify that: (i) the LESSEE's Facilities does not generate radio frequency emissions at a level that could cause persons in uncontrolled areas to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by FCC regulations; (ii) the LESSEE's Facilities does not generate radio frequency emissions at a level that could cause persons who enter controlled space, as defined by FCC regulations, to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by the FCC for occupational exposure. If the Safety Certification does not provide the verifications described herein, then LESSOR may terminate this Agreement effective upon written notice to LESSEE.

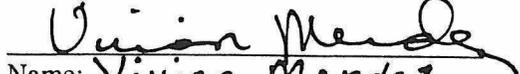
34. LIST OF LEASE AGREEMENT EXHIBITS (ALL OF WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF):

- EXHIBIT A- Survey, site sketch with legal descriptions.**
- EXHIBIT B- LESSEE's Facilities and Frequencies**
- EXHIBIT C- Engineering Drawings**
- EXHIBIT D- Photo simulations of tower**
- EXHIBIT E- LESSOR Approved Site Plan**
- EXHIBIT F- Bill of Sale (Form)**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS


Name: Thomas J. Baird


Name: Vivian Mendez

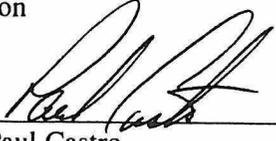
WITNESS


Name: Sherry Sukow


Name: Lane Holiman

LESSOR:

Town of Lake Park, Florida, a municipal corporation

BY: 
Name: Paul Castro
Title: Mayor

Date: 1/3/07

LESSEE:

Nextel South Corp, a Georgia corporation

BY: 
Name: David Wong
Title: Area Manager, Site Development

Date: 12/11/06

EXHIBIT A
Land Space, Right of Way and Premises

(See Attached)

NEXTEL LEASE PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE S 68°23'53" W FOR 9.59 FEET; THENCE N 21°36'07" W FOR 15.00 FEET; THENCE N 68°23'53" E FOR 3.50 FEET; THENCE N 21°36'07" W FOR 4.00 FEET THENCE N 68°23'53" E FOR 29.50 FEET THENCE S 21°36'07" E FOR 14.00 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTERIOR FACE OF SAID BUILDING; THENCE S 68°23'53" W ALONG SAID NORTHERLY EXTERIOR FACE FOR 23.41 FEET TO SAID NORTHWESTERLY EXTERIOR CORNER; THENCE S 21°36'07" E ALONG SAID WESTERLY EXTERIOR FACE FOR 5.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 496 SQUARE FEET MORE OR LESS.

20' WIDE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING, SAID POINT BEING ON THE SOUTHERLY SIDE OF A TOWER PARCEL; THENCE S 68°23'53" W ALONG SAID SOUTHERLY SIDE FOR 9.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE WESTERLY AND NORTHERLY SIDES OF SAID TOWER PARCEL FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES; (1) N 21°36'07" W FOR 15.00 FEET; (2) N 68°23'53" E FOR 3.50 FEET; (3) N 21°36'07" W FOR 4.00 FEET; (4) N 68°23'53" E FOR 19.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 21°36'07" W FOR 13.84 FEET; THENCE N 68°23'53" E FOR 79.26 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 1,862 SQUARE FEET MORE OR LESS.

5' WIDE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID

POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING, SAID POINT BEING ON THE SOUTHERLY SIDE OF A TOWER PARCEL; THENCE S 68°23'53" W ALONG SAID SOUTHERLY SIDE FOR 9.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY SIDES OF SAID TOWER PARCEL FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES; (1) N 21°36'07" W FOR 15.00 FEET; (2) N 68°23'53" E FOR 3.50 FEET; (3) N 21°36'07" W FOR 4.00 FEET; (4) N 68°23'53" E FOR 29.50 FEET FEET; (5) S 21°36'07" E FOR 2.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 08°23'53" E FOR 69.07 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 345 SQUARE FEET MORE OR LESS.

**EXHIBIT B- LESSEE's
Facilities and Frequencies**

Frequencies

800MHz:
TX: 851.0125 to 865.9875
RX: 806.0125 to 820.9875

900MHz:
TX: 935.0125 to 939.9875
RX: 896.0125 to 900.9875

1900 MHz:
TX: 1931.25 to 1940
RX: 1851.25 to 1860

Facilities

Twelve (12) 1-5/8" coaxial cables
24 - 800MHz Quad / 900 MHz Quad / Legacy BTS
(see Exhibits C& E)

EXHIBIT C- Engineering Drawings

(see attached drawings)

PROJECT DESCRIPTION
 THIS PROJECT WILL INSTALL A TELECOMMUNICATIONS TOWER, ANTENNA, AND RELATED TELECOMMUNICATIONS EQUIPMENT INSIDE A FENCED TELECOMMUNICATIONS COMPOUND.

SPECIAL NOTES
 THIS IS AN URBAN/RESIDENTIAL FACILITY AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS. THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE. SPRINT-NEXTEL CORPORATION CERTIFIES THAT THIS FACILITY WILL BE SERVED ONLY BY SPRINT-NEXTEL CELL COVERS AND IDENTIFIED ONLY BY SERVICE IDENTIFIERS FOR REPAIR PURPOSES. PERMIT TO CONCEPT DESIGN PART 3A OF THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION (FCC) PART 1.1315(b), THIS FACILITY IS EXEMPT FROM THAT SECTION. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS SITE. NO WASTE WATER WILL BE GENERATED AT THIS TIME. NO SOLID WASTE WILL BE GENERATED AT THIS SITE. SPRINT-NEXTEL CORPORATION MAINTENANCE CREW (TYPICALLY ONE PERSON) WILL MAKE AN AVERAGE OF ONE TRIP PER MONTH AT ONE HOUR PER TRIP.

PROJECT SUMMARY

SITE NUMBER: FL3545C
SITE NAME: TLAKE PARK PUBLIC WORKS
SITE/811 ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403
PROPERTY OWNER: TOWN OF LAKE PARK
335 PARK AVE LAKE PARK, FL 33403
TOWER OWNER: N/A
UTILITIES: TELEPHONE - BELLSON/IN POWER - FPL
APPLICANT: SPRINT-NEXTEL CORPORATION, 6700 N. ANDREWS AVENUE, SUITE 1000 FT. LAUDERDALE, FL 33309
PHONE: (954) 343-8101
FAX: (954) 202-7916
COORDINATES: LATITUDE: 26 47 53.94"N LONGITUDE: 80 04' 26.36"W
HORIZONTAL DATUM: NAD 83
ORIGINO ELEVATION: 267' MSL (NAD 83)
SITE PARCEL NO.: 36-43-02-20-00-000-7130
CURRENT ZONING: MUD/CPAL
ZONING JURISDICTION: TOWN OF LAKE PARK
WIND SPEED: 3 SEC. GUST WIND SPEED PER FL BC FASTEST WIND WIND SPEED PER FL BC
FLOOD ZONE: BASE FLOOD ELEVATION = N/A
ENGINEER: GORDON HARBOR & ASSOCIATES LLP, 650 OLD DIXIE HIGHWAY, LAKE PARK, FL 33403
PHONE: (954) 725-3553

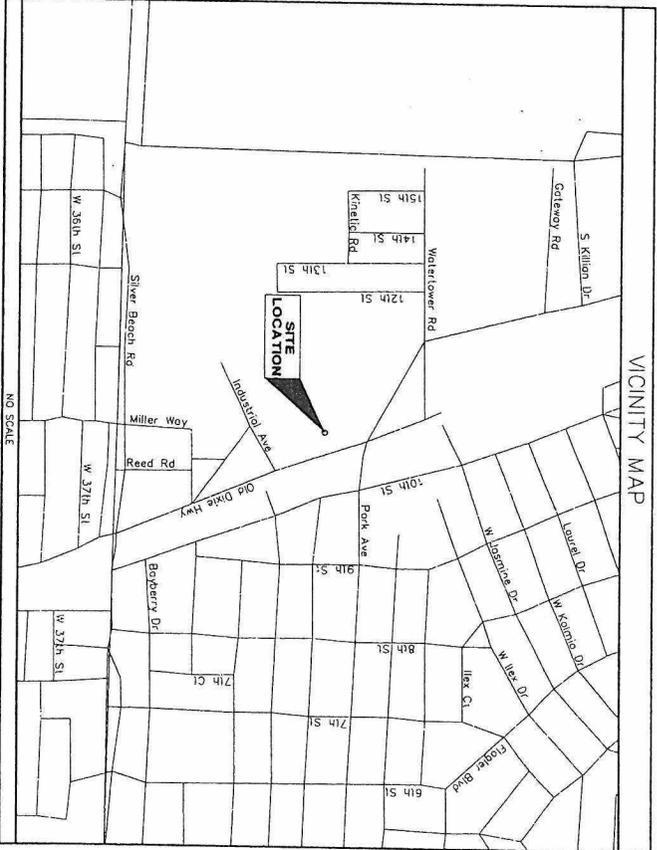
DRIVING DIRECTIONS

FROM SPRINT-NEXTEL OFFICE: TAKE I-95 TO EXIT 77. THE NORTH LAKE BLVD EXIT. TURN RIGHT ONTO OLD DIXIE HIGHWAY. THE SITE WILL BE ON THE RIGHT SIDE JUST AFTER THE INTERSECTION WITH PARK AVE.

**FL3545C
 T/LAKE PARK
 PUBLIC WORKS**



Together with NEXTEL



JANUARY 03, 2007



APPLICABLE BUILDING CODES AND STANDARDS

SPRINKLER-CORRECT WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS AND ADOPTED BY THE JURISDICTION (CMJ) FOR THE LOCATION, THE EDITION OF THE BUILDING CODE AND STANDARDS IN EFFECT ON THE DATE OF CONSTRUCTION SHALL GOVERN THE DESIGN.

FLORIDA BUILDING CODE (2004) **FCB**

ELECTRICAL CODE: NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2003, NATIONAL ELECTRICAL CODE, LATEST ADOPTED EDITION.

LEARNING PROTECTION CODE: UL974 - 902, LEARNING PROTECTION CODE

SPRINKLER-CORRECT WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, 4TH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION/ ELECTRONIC INDUSTRIES ASSOCIATION (TIA/EIA) 223-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES.
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM.
- IEEE C62.41, RECOMMENDED PRACTICES FOR HIGH VOLTAGE TESTING OF ELECTRICAL EQUIPMENT (FOR LOCATION CATEGORY "C" AND "HIGH SYSTEM VOLTAGE").
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-60, CABLE CONNECTIONS FOR TELECOMMUNICATIONS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-61, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-62, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-63, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-64, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-65, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-66, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-67, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-68, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-69, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-70, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-71, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-72, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-73, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-74, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-75, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-76, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-77, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-78, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-79, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.
- TELECOMUNICATIONS INDUSTRY ASSOCIATION (TIA) E-80, NETWORK EQUIPMENT-BUILDING SYSTEM REQUIREMENTS.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHOD OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. THE SPECIFIC REQUIREMENT SHALL GOVERN.

SHEET INDEX

SHEET NO.	SHEET TITLE	REVISION HISTORY
T01	TITLE SHEET	01 / 03 / 07
01	ATTACHMENT SURVEY (BY OTHERS)	09 / 19 / 06
02	EXISTING CONDITIONS SITE PLAN	01 / 03 / 07
03	COMPREHENSIVE SITE PLAN	01 / 03 / 07
04	ENLARGED SITE PLAN	01 / 03 / 07
05	SITE PLAN & GENERAL NOTES	01 / 03 / 07
06	TOWER ELEVATION & DETAILS	01 / 03 / 07
07	EQUIPMENT SHELTER DETAILS	01 / 03 / 07
08	STRUCTURAL DETAILS	01 / 03 / 07
09	STRUCTURAL NOTES & DETAIL	01 / 03 / 07
10	SITE DETAILS	01 / 03 / 07
11	SITE DETAIL	01 / 03 / 07
L01	LANDSCAPE PLAN & DETAILS	01 / 03 / 07
E01	POWER & TELEPHONE PLAN	01 / 03 / 07
E02	GROUNDING PLAN	01 / 03 / 07
E03	GROUNDING DIAGRAM	01 / 03 / 07
E04	ELECTRICAL DETAILS	01 / 03 / 07
E05	ELECTRICAL DETAILS	01 / 03 / 07
E06	ELECTRICAL DETAILS	01 / 03 / 07
E07	ELECTRICAL DETAILS	01 / 03 / 07
E08	ELECTRICAL DETAILS	01 / 03 / 07
E09	ELECTRICAL SPECIFICATIONS	01 / 03 / 07

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CALL BEFORE YOU DIG
 SAVE BIG. CALL BEFORE YOU DIG.
 1-800-432-4770

PREPARED FOR:

 Together with NEXTEL
 6700 N. ANDREWS AVENUE, SUITE 1000
 FT. LAUDERDALE, FL 33309
 PHONE: (954) 343-8101

DESIGNED BY: GORDON HARBOR & ASSOCIATES LLP
 650 OLD DIXIE HIGHWAY, LAKE PARK, FL 33403
 PHONE: (954) 725-3553

CHA
 GORDON HARBOR & ASSOCIATES LLP
 650 OLD DIXIE HIGHWAY, LAKE PARK, FL 33403
 PHONE: (954) 725-3553

CHA PROJECT NO. 14588 - 8308 - 1501
 Certificate of Authorization #8074
 2/24/2004

REVISIONS:

NO.	DATE	DESCRIPTION
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1	01/03/07	ISSUED FOR CONSTRUCTION
2	01/03/07	ISSUED FOR CONSTRUCTION

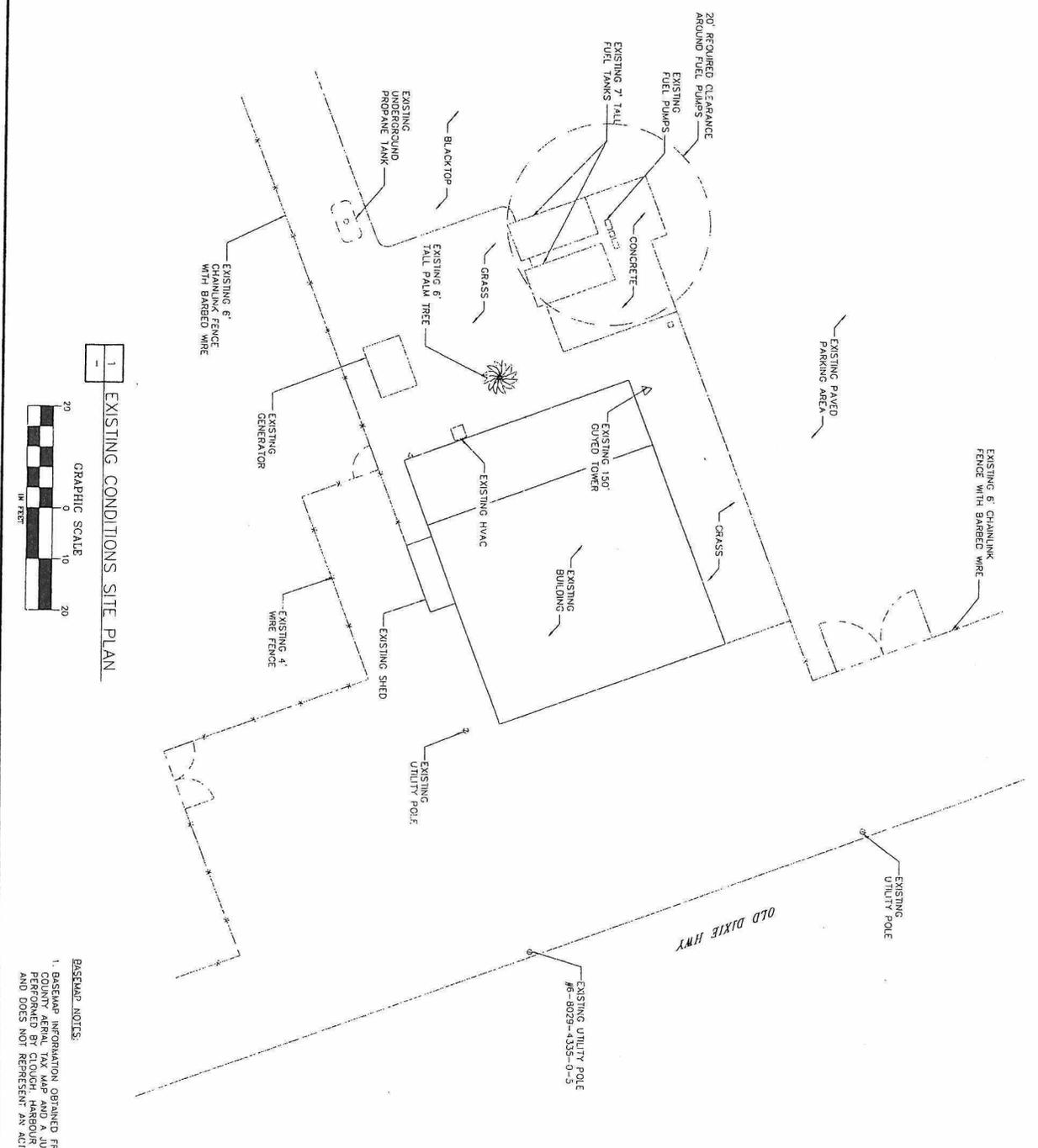
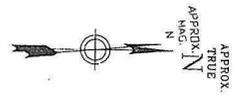
DATE: 01/03/07
 DRAWN BY: JAC

John P. Saffron
 Professional Engineer #82723
 11 S. WILSON ST. LAKE PARK, FL 33403
 UNLESS THEY ARE CIRCLED UNDER THE SIGNATURE OF A LICENSED PROFESSIONAL ENGINEER, NO PART OF THIS DRAWING IS TO BE USED FOR CONSTRUCTION.

SITE ID: FL3545C
 SITE NAME: T/LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403
 PALM BEACH COUNTY

SHEET TITLE: TITLE SHEET
 SHEET NUMBER: T01

JOB COPY



BASEMAP NOTES:
 1. BASEMAP INFORMATION OBTAINED FROM A PALM BEACH COUNTY AERIAL TAX MAP AND A JULY 12, 2006 SITE VISIT PERFORMED BY CLOUGH, HARBOUR & ASSOCIATES, L.P. AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.

REVISION: JAN 08 2007
 LARRY DODDINGE
 TRADING FIRM MANAGER

JOBS COPY
 John P. Sposito
 01/03/07
 P.E. Professional Engineer #62723
 THIS IS A WORK COPY OF THE PLAN FOR ANY PERSON USING IT TO OBTAIN A LICENSE OR PROFESSIONAL CHARTER TO ALTER THIS DOCUMENT

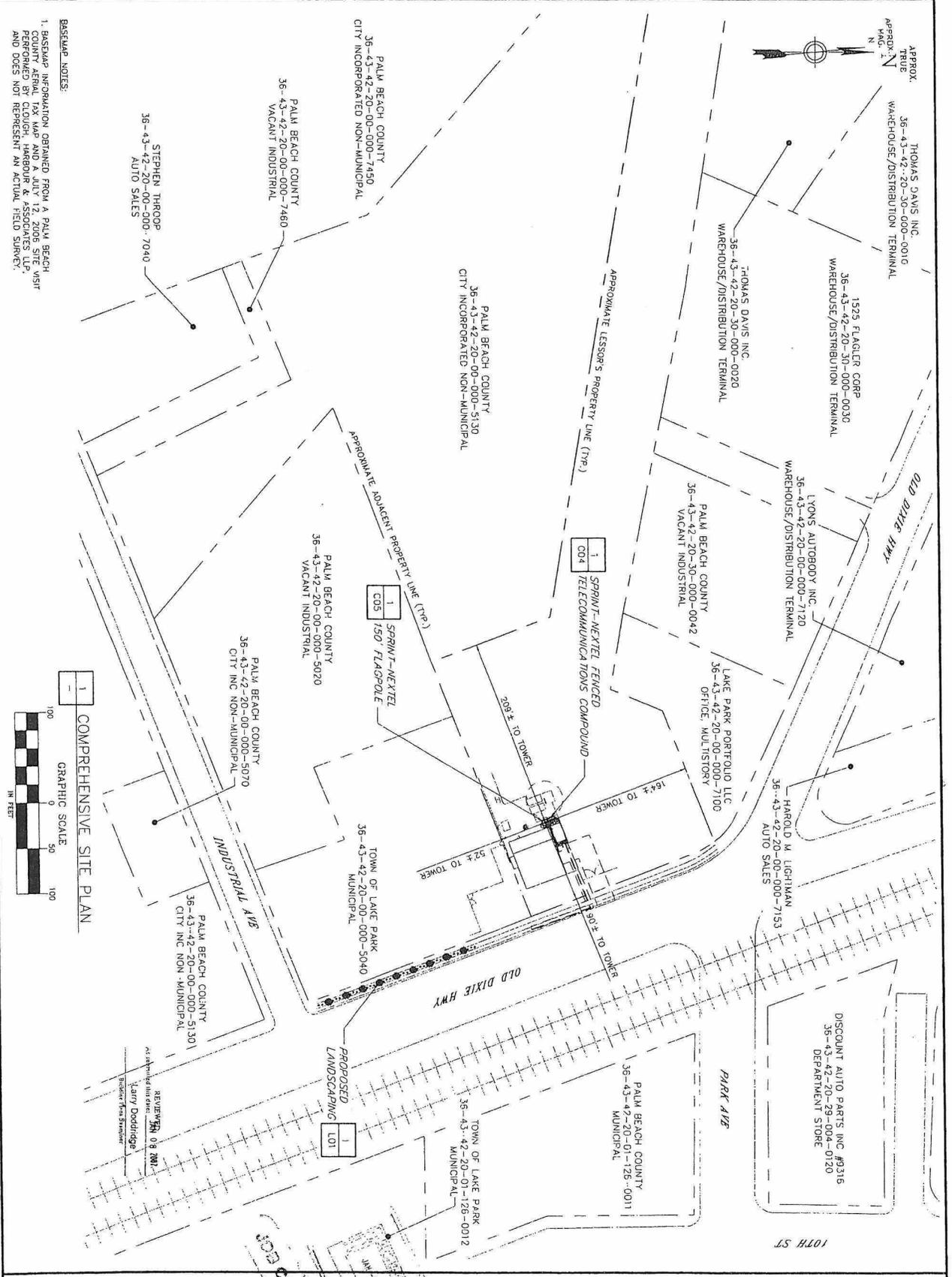
SITE ID: FL3545C
 SITE NAME: LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY
 LAKE PARK, FL 33403
 PALM BEACH COUNTY

NO.	DATE	DESCRIPTION
0	01/07/06	ISSUED FOR REVIEW
1	01/07/06	ISSUED FOR REVIEW
2	01/07/06	ISSUED FOR REVIEW
3	01/07/06	ISSUED FOR REVIEW
4	01/07/06	ISSUED FOR REVIEW
5	01/07/06	ISSUED FOR REVIEW
6	01/07/06	ISSUED FOR REVIEW
7	01/07/06	ISSUED FOR REVIEW
8	01/07/06	ISSUED FOR REVIEW
9	01/07/06	ISSUED FOR REVIEW

Prepared by: **CHA**
 CLOUGH HARBOUR & ASSOCIATES, L.P.
 1005 West Air Terminal, Deltona, Florida, 32725
 Phone: (407) 298-1801
 Website: www.cha-engineers.com
 CHA PROJECT NO. 14055 - 2058 - 1601
 Certificate of Authorization #8074

Prepared for: **Sprint**
 Together with NEXTEL
 6700 N. ANDREWS AVENUE #500
 DOWNEY, CA 90242
 PHONE: (310) 343-8101

SHEET NUMBER: C01
 SHEET TITLE: EXISTING CONDITIONS SITE PLAN



PREPARED FOR:
Sprint

Together with NEXTEL
6700 W. ANDERSON AVENUE #500
FT. LAUDERDALE, FL 33309
PHONE: (954) 343-8101

PREPARED BY:
CHA
CLOUGH HARGROVE & ASSOCIATES, LLP
14258 - 2038 - 1801
Certificate of Authorization #8074

DATE PROJECT LOG:
14258 - 2038 - 1801

NO.	SUBMITTAL	DATE
0	10/17/06	ISSUED FOR REVIEW
1	1/3/07	ISSUED FOR CONSTRUCTION
2		DATE: 01/03/07

DATE: 01/03/07

FL Professional Engineer #82723
John P. Sposito
Professional Engineer
1535 West 10th Avenue, Suite 100
Fort Lauderdale, FL 33304
A LICENSED PROFESSIONAL ENGINEER
IN THE STATE OF FLORIDA

SITE NO:
FL3545C

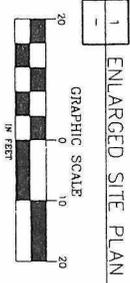
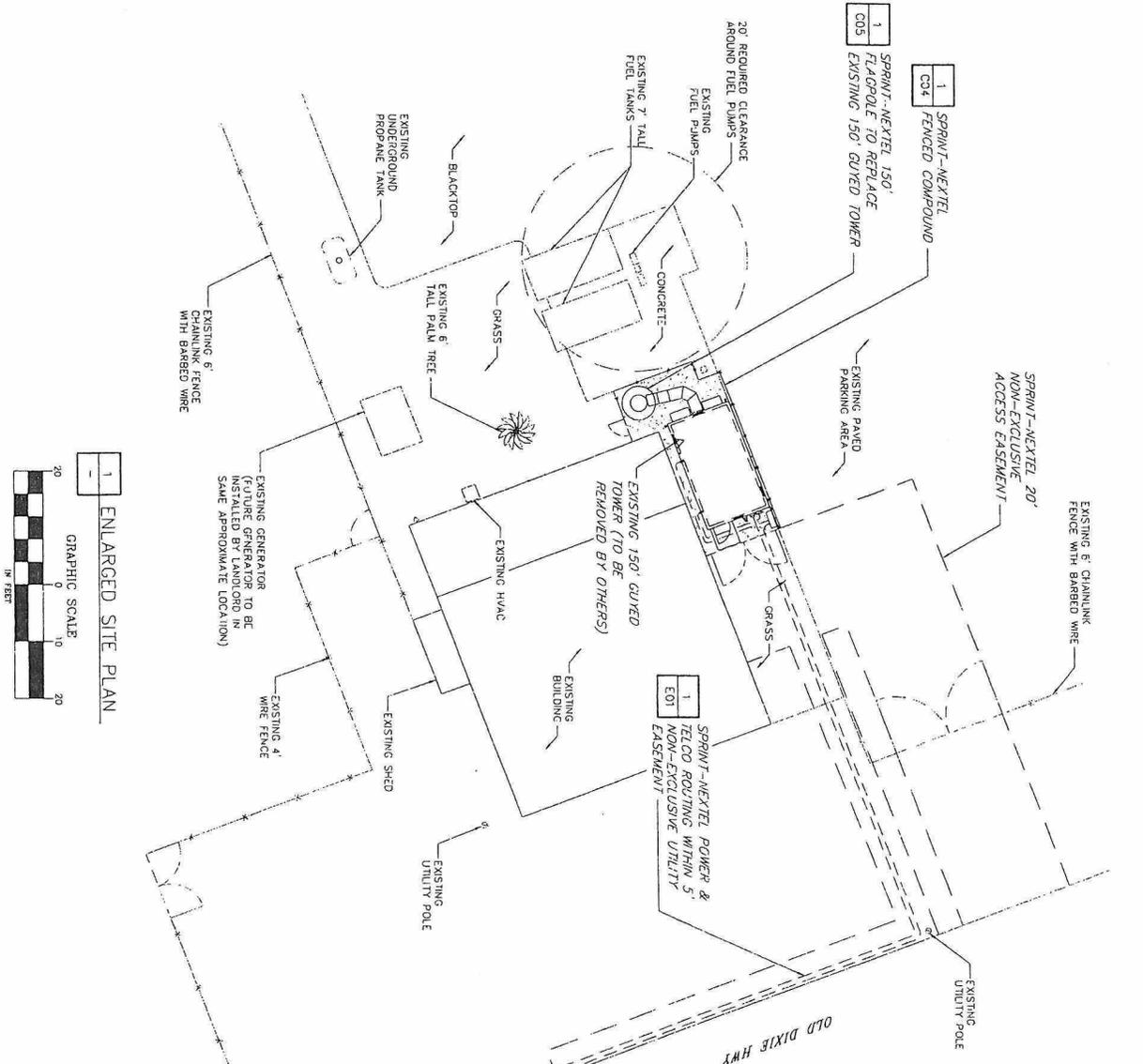
SITE NAME:
LAKE PARK PUBLIC WORKS

SITE ADDRESS:
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403

PALM BEACH COUNTY

SHEET TITLE:
COMPREHENSIVE
SITE PLAN

SHEET NUMBER:
C02



BASEMAP NOTES:
 1) BASEMAP INFORMATION OBTAINED FROM A PALM BEACH COUNTY AERIAL TAX MAP AND A JULY 12, 2006 SITE VISIT PERFORMED BY CUDOH, HARBOUR & ASSOCIATES, LLP AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.

- FIRM NOTES:**
- 1) TOWN OF LAKE PARK, FL PANEL 1 OF 1, FIRM MAP # 12021200055, EFFECTIVE DATE: SEPTEMBER 15, 1978.
 - 2) ZONE C, AREA OF MINIMAL FLOODING

RESUBMIT 08 MAR.
 Approved by: *Larry Doddridge*
 Title: *Project Manager*

SITE ID: FL3545C
 SITE NAME: LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY
 LAKE PARK, FL 33403
 PALM BEACH COUNTY

01/03/07
 John P. Sobiech,
 Professional Engineer #62723
 IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS HEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO REPRODUCE THIS DRAWING.

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NO.	DATE	REVISION
0	01/03/07	ISSUED FOR PERMIT
1	01/03/07	ISSUED FOR CONSTRUCTION
1	01/03/07	ISSUED FOR CONSTRUCTION

CHA
 CONSULTING ENGINEERS
 6700 N. ANDREWS AVENUE #500
 FT. LAUDERDALE, FL 33309
 PHONE: (954) 343-8101

CIN PROJECT NO: 14055 - 2058 - 1801

Certificate of Authorization #8074

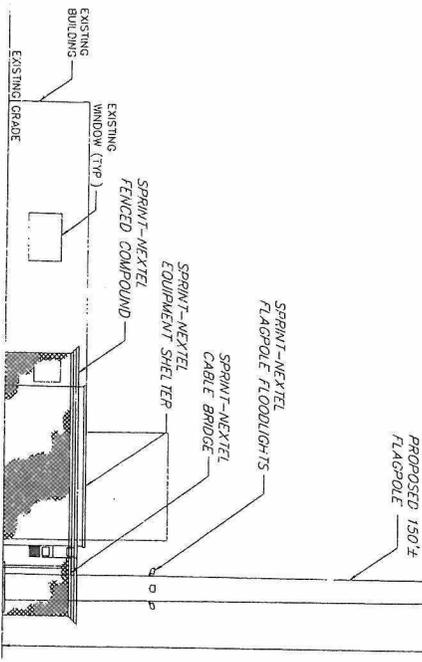
PREPARED FOR:

 Together with NEXTEL
 6700 N. ANDREWS AVENUE #500
 FT. LAUDERDALE, FL 33309
 PHONE: (954) 343-8101

THIS INFORMATION IS SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. THE STRUCTURE AND FOUNDATION WILL BE HAVE BEEN DESIGNED BY OTHERS. PRIOR TO CONSTRUCTION, THE FINAL TOWER FOUNDATION DESIGN SHOULD BE COMPARED TO THE SITE PLAN TO AVOID POTENTIAL CONFLICTS.

1 TOWER ELEVATION
NO SCALE

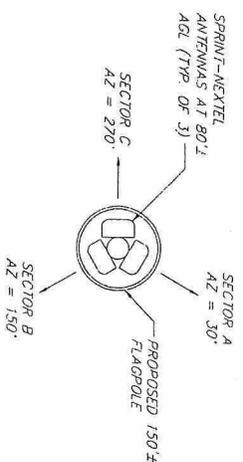
2 CENTERLINE OF FUTURE ANTENNAS AT 100± AGL
CENTERLINE OF FUTURE ANTENNAS AT 50± AGL
3 CENTERLINE OF SPRINT-NEXTEL ANTENNAS AT 80' AGL



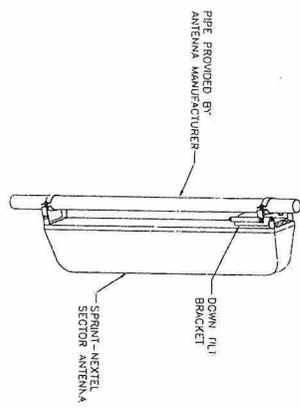
TOP OF PROPOSED FLAGPOLE AT 150'± AGL

APPROX. TRUE NORTH

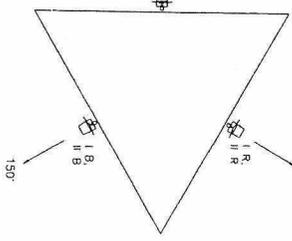
2 ANTENNA CONFIGURATION PLAN
NO SCALE



3 ANTENNA W/ DOWN TILT
NO SCALE

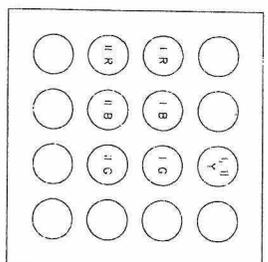


0° TRUE NORTH
270° MAGNETIC NORTH



COLOR KEY
R - RED
B - BLUE
G - GREEN
Y - YELLOW (GPS)

4 ANTENNA ORIENTATION & COLOR CODING
NO SCALE



COAX PORT ASSIGNMENTS
(VIEWED FROM INSIDE EQUIPMENT SHELTER)

SECTOR	ANTENNA	ASIMUTH	DOWN TILT	RAO CIR. FT. AGL	MAKE	MODEL	FEED SIZE	CONX. N.	COAX WTR.	LENGTH
A	I R	30°	0	80±	845	880-11-0001R	845	7/8	Anderson	100±
B	I B	150°	0	80±	845	880-11-0001B	845	7/8	Anderson	100±
C	I G	270°	0	80±	845	880-11-0001G	845	7/8	Anderson	100±
GPS 1...	I Y	150°	15°	110±	845	880-11-0001Y	845	7/8	Anderson	100±
GPS 2...	I Y	270°	15°	110±	845	880-11-0001Y	845	7/8	Anderson	100±

NOTE: SOME INFORMATION PROVIDED ON NEXTEL EBTS WORKSHEET DATED JULY 18, 2006

PREPARED FOR
Sprint

Together with NEXTEL
6700 N. ANDREWS AVENUE #500
FT. LAUDERDALE, FL 33309
PHONE: (352) 343-9101

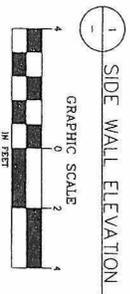
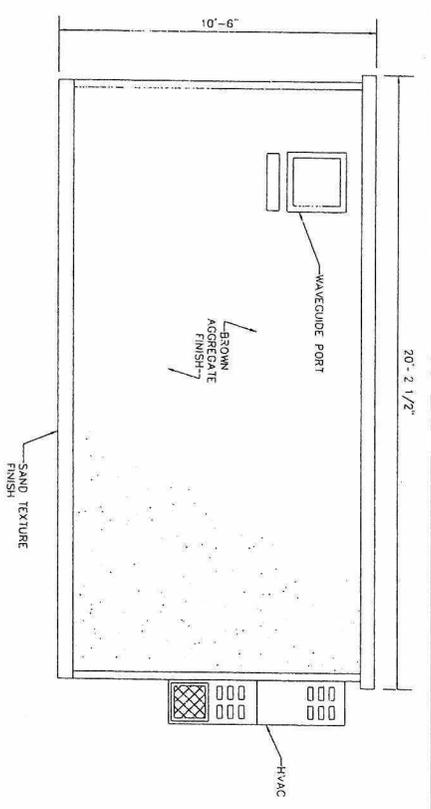
CHA
CLOUD HARDWARE & ASSOCIATES LLP
14055 - 205th - 18th
Certificate of Authorization #8074

PREPARED BY
01/17/08
01/20/07
01/20/07

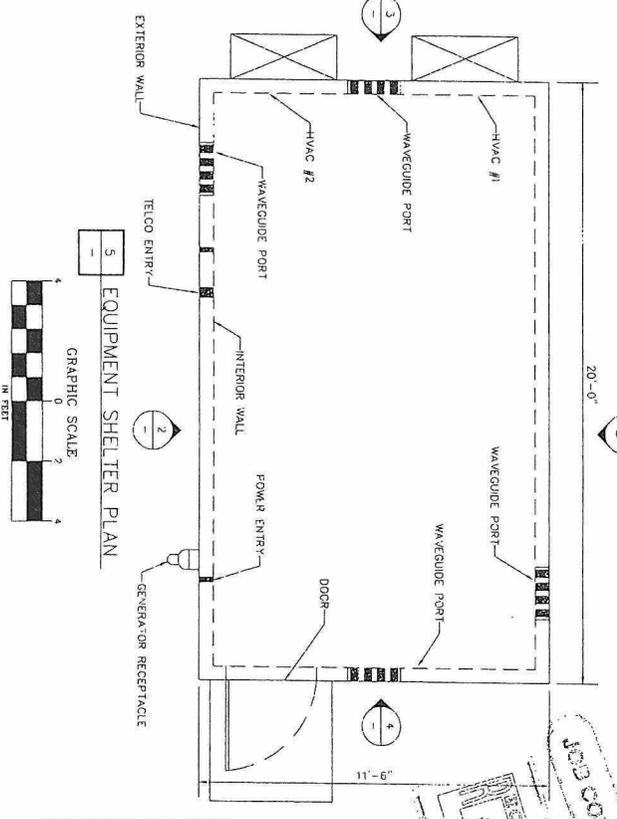
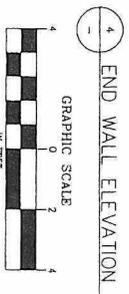
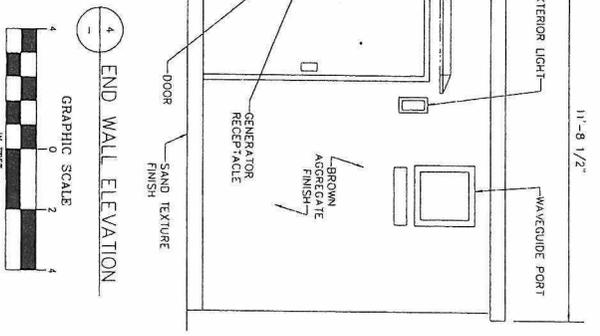
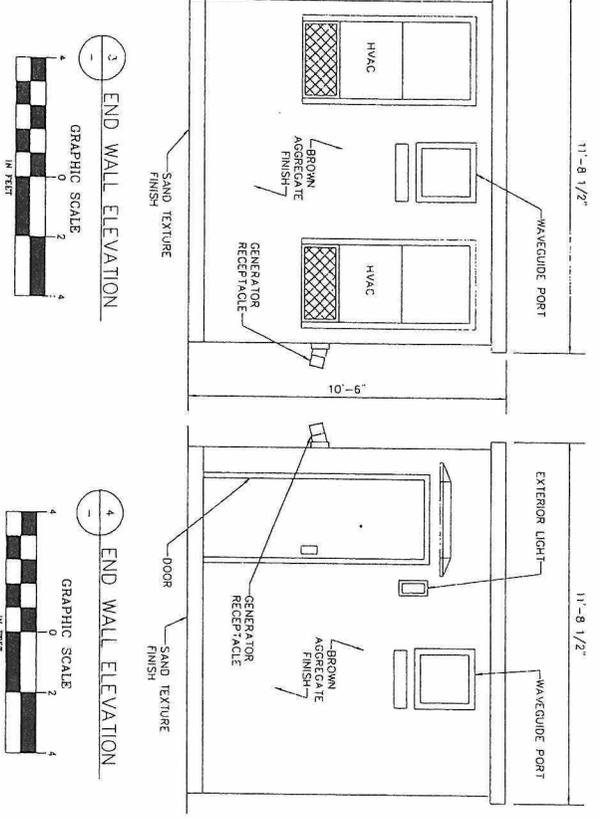
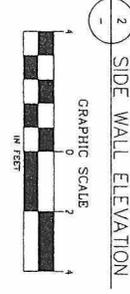
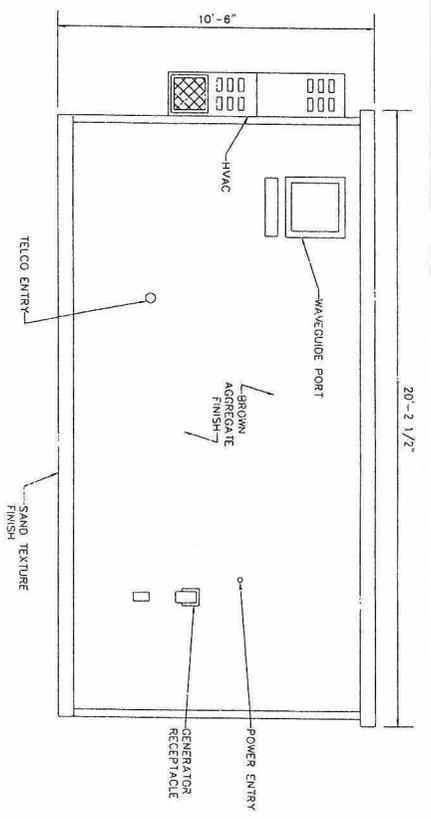
SITE ID:
FL3545C
SITE NAME:
LAKE PARK PUBLIC WORKS
SITE ADDRESS:
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY

SHEET NUMBER
C05

TOWER ELEVATION
& DETAILS



NOTE: EQUIPMENT SHELTER DESIGN BY OTHERS - INFORMATION ON THIS SHEET PROVIDED FOR INFORMATION ONLY.



REVIEWED BY: J.M.A. & J.M.A.
 AUTHORIZED BY: J.M.A. & J.M.A.
 DATE: 01/03/07

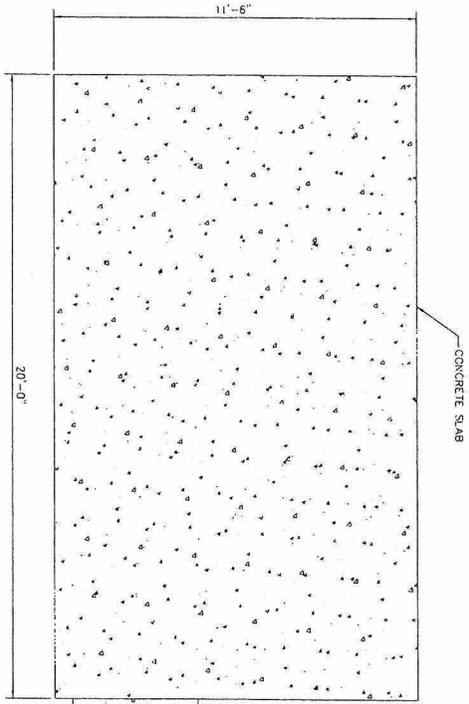
John P. Sobush, P.E.
 Professional Engineer #82723
 01/03/07
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SHEET TITLE: EQUIPMENT SHELTER DETAILS
 SHEET NUMBER: C06
 SITE ID: FL3545C
 SITE NAME: LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403
 PALM BEACH COUNTY

PREPARED FOR: Sprint
 Together with NEXTEL
 6700 N. ANDREWS AVENUE, #500
 FORT WORTH, TEXAS 76132
 PHONE: (817) 343-8101

PREPARED BY: GHA
 CLAYTON HUBBARD & ASSOCIATES, L.P.
 1000 9th Street, Fort Lauderdale, Florida 33304
 Tel: 954-770-8800 Fax: 954-770-8801
 GHA PROJECT NO. 14055 - 2058 - 1801
 Certificate of Authorization #8074

NO.	DATE	DESCRIPTION
1	01/03/07	ISSUED FOR REVIEW
2	01/03/07	REVISED
3	01/03/07	REVISED
4	01/03/07	REVISED
5	01/03/07	REVISED

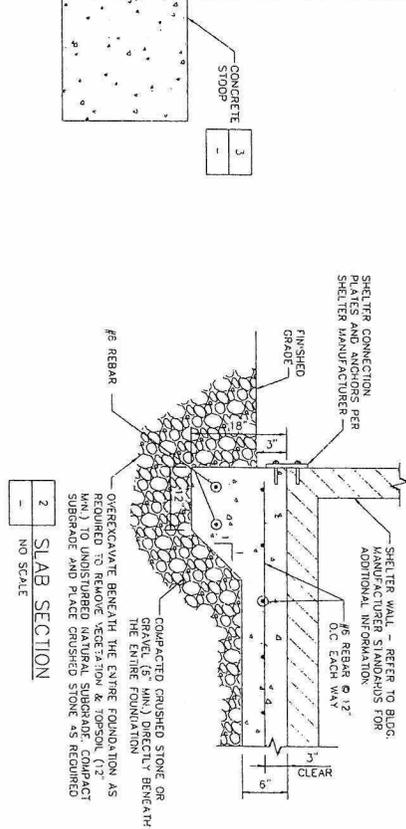


- NOTES**
1. TOP OF FOUNDATION ELEVATION TOLERANCE 1/4" IN 10'-0" & 1/2" MAX OVERALL.
 2. CONCRETE TO BE 4000 P.S.I.
 3. SHELTER WEIGHT ASSUMED TO BE 49,000 POUNDS.
 4. EQUIPMENT WEIGHT ASSUMED TO BE 10,000 POUNDS.
 5. MINIMUM SOIL BEARING CAPACITY ASSUMED TO BE 1000 psf.
 6. TOP OF STOOP SHALL BE A MAXIMUM OF 8" FROM THE FINISHED GROUND LEVEL.
 7. TOP OF STOOP SHALL BE AT THE SAME ELEVATION AS THE SHELTER'S FINISHED FLOOR.

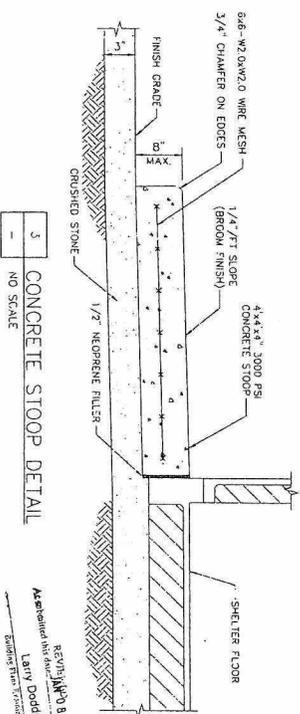
1 SLAB FOUNDATION PLAN
NO SCALE

FOUNDATION DESIGN IS BASED UPON A TYPICAL OLD CASTLE SHELTER WITH PLAN DIMENSIONS AS SHOWN AND A MAXIMUM WEIGHT FULLY LOADED OF 59,000 LBS.
CONTRACTOR SHALL VERIFY ACTUAL SHELTER MANUFACTURER, PLAN DIMENSIONS, BEARING POINTS, AND EQUIPMENT WEIGHT BEFORE PROCEEDING WITH CONSTRUCTION.
ANY DIFFERENCES SHALL BE BROUGHT TO THE CONTRACTOR'S ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.
THIS DESIGN IS BASED UPON AN EXISTING SOIL BEARING CAPACITY OF 1,000 psf.

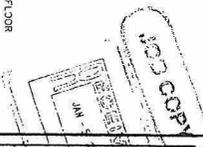
REFER TO BUILDING MANUFACTURER'S STANDARDS (OR EQUAL) FOR ADDITIONAL EQUIPMENT SHELTER INFORMATION.



2 SLAB SECTION
NO SCALE



3 CONCRETE STOOP DETAIL
NO SCALE



01/03/07
John P. Seifrich,
FL Professional Engineer #952723
I, John P. Seifrich, the undersigned, certify that I am the duly Licensed Professional Engineer, and I have prepared the design of the above project, and I am not providing my services to any other project.

SITE NO: FL3545C
SITE NAME: T/ LAKE PARK PUBLIC WORKS
SITE ADDRESS: 650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403
PALM BEACH COUNTY

SHEET TITLE: STRUCTURAL DETAILS

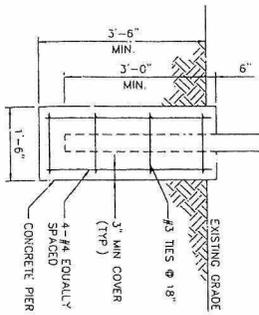
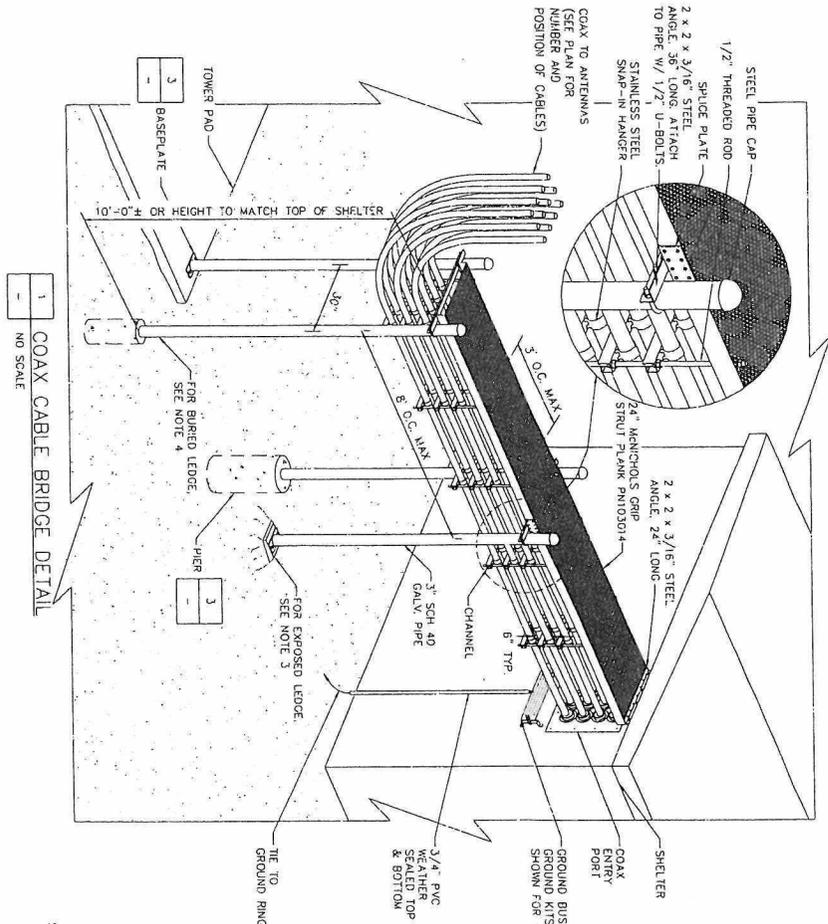
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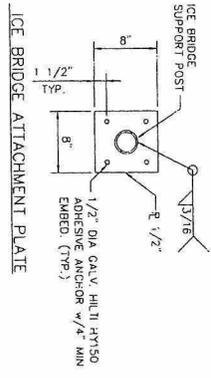
Together with NEXTEL
6700 N. ANDERSON AVENUE #300
FT. LAUDERDALE, FL 33309
PHONE: (954) 343-8101



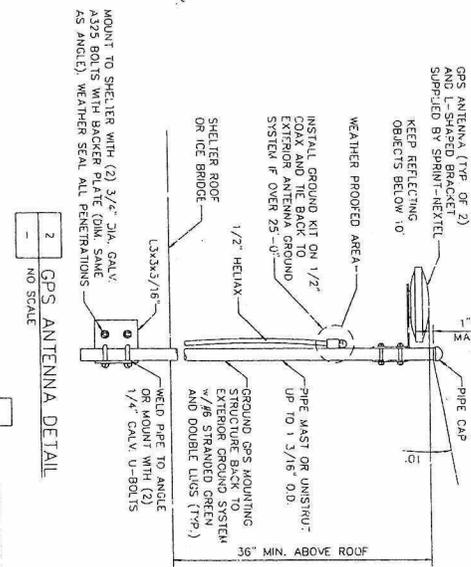
NO.	DATE	REVISION
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1	1/17/07	ISSUED FOR CONSTRUCTION
2	1/17/07	ISSUED FOR CONSTRUCTION



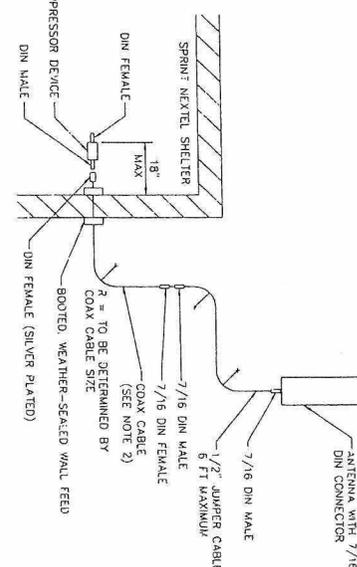
3 COAX CABLE BRIDGE PIER DETAIL
NO SCALE



ICE BRIDGE ATTACHMENT PLATE



2 GPS ANTENNA DETAIL
NO SCALE



4 ANTENNA SCHEMATIC DETAIL
NO SCALE

NOTES:
 1. COAX CABLE SIZE WILL BE DETERMINED BY RF ENGINEER. REFER TO RF SCHEDULE FOR CABLE SIZE, MANUFACTURER, AND COLOR-CODING.
 2. COLOR-CODE COAXIAL CABLE:
 - AT TOP, JUST ABOVE GROUND KIT, 2" WIDE TO BE VISIBLE FROM THE GROUND, ADJUST OUTSIDE COAX PORT
 - INSIDE NEXTEL EQUIPMENT ROOM/ENCLOSURE
 - AT ALL WALL/FLOOR PENETRATIONS
 3. RADIUS 'R' SHALL BE EQUAL TO OR GREATER THAN MANUFACTURER'S RECOMMENDATION. A substituted dimension is indicated by a dimension line with a diagonal slash.
 4. POSITION BRIDGE ASSEMBLY SO THAT WAVEGUIDE ENTER SHELTER AT VANGUARD PORT CENTRALINE. HEIGHT ABOVE GROUND MAY VARY ACCORDING TO SHELTER AND SITE LAYOUT
 5. COAX SHALL BE SLOPED 1/8" TO THE FOOT, AWAY FROM SHELTER
 6. FOR BURIED LEADS, PROVIDE CROUT LEVELING PAD. INSTALL (4) 5/8" EXPANSION ANCHORS, 8" LONG, DEEP FILL AROUND PIPE WITH NON-SHRINK CROUT. USE COAL TAR ON BURIED LENGTH OF PIPE, AND BACKFILL TO FINISH GRADE.

COAX CABLE BRIDGE NOTES

<p>PREPARED FOR: Sprint</p>		<p>Together with NEXTEL 6700 N. ANDREWS AVENUE #500 FT. LAUDERDALE, FL 33309 PHONE: (954) 343-8101</p>										
<p>DATE: 01/03/07</p> <p>PROJECT: TAKE PARK PUBLIC WORKS</p> <p>SITE NAME: FL3545C</p> <p>SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>		<p>PREPARED BY: CHA</p> <p>DATE: 01/03/07</p> <p>PROJECT: TAKE PARK PUBLIC WORKS</p> <p>SHEET: 08 OF 10</p>										
<p>DESIGNED BY: John P. Sobczak P.E. Professional Engineer #52723</p> <p>DATE: 01/03/07</p>		<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/03/07</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>2</td> <td>01/03/07</td> <td>REVISED PER COMMENTS</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	01/03/07	ISSUED FOR CONSTRUCTION	2	01/03/07	REVISED PER COMMENTS
NO.	DATE	DESCRIPTION										
1	01/03/07	ISSUED FOR CONSTRUCTION										
2	01/03/07	REVISED PER COMMENTS										
<p>STRUCTURAL DETAILS</p> <p>SHEET NUMBER C08</p>		<p>TAKE PARK PUBLIC WORKS</p> <p>650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>										

GENERAL NOTES

1. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE APPROXIMATIONS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER IN WRITING.
2. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
3. DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
4. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
5. BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
6. DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUND GRABS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
7. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING OR CORRECTIVE ACTION BY SUCH ACTION SHALL REQUIRE APPROVAL.
8. EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
9. CONTRACTOR TO FOLLOW ALL STATE, LOCAL AND NATIONAL CODES AS APPLICABLE.

DESIGN DATA

LIVE LOADS: PER 2004 FLORIDA BUILDING CODE AS APPLICABLE
 WIND LOADS: PER 2004 FLORIDA BUILDING CODE AS APPLICABLE
 ICE LOADS: PER 2004 FLORIDA BUILDING CODE AS APPLICABLE
 SNOW LOAD: PER 2004 FLORIDA BUILDING CODE AS APPLICABLE
 SEISMIC LOADS: PER 2004 FLORIDA BUILDING CODE AS APPLICABLE

ANTENNA SUPPORT BRACKET NOTES

1. DESIGN RESPONSIBILITY OF ANTENNA MOUNTING BRACKETS AND POLES AND ALL COMPONENTS THEREOF AND ATTACHMENT THERE TO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MR. SHALL PROVIDE THE ENGINEER FOR APPROVAL, DESIGN LOADS AND ALL OTHER PERTINENT DATA. ALL SUBMITTALS SHALL BEAR THE STAMP AND SIGNATURE OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE THE WORK IS BEING PERFORMED.
2. BRACKETS SHALL BE DESIGNED TO SUPPORT CURRENT AND FUTURE PANEL ANTENNAS AND COAXIAL CABLES AS SHOWN.

STRUCTURAL STEEL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL AND CONNECTIONS. ALL PORTION OF STRUCTURAL STEEL FOR BUILDINGS SHALL BE ASTM A992. ALL STEEL PIPE SHALL BE ASTM A53 GRADE B. ALL RECTANGULAR HOLLOW STRUCTURAL STEEL SHALL BE ASTM A500. ALL OTHER STEEL SHALL BE ASTM A-36.
2. ALL INTERIOR STRUCTURAL STEEL SHALL BE WHEN DELIVERED, FINISHED WITH ONE COAT OF FABRICATION NON-LEAD, RED OXIDE PRIMER PRIMUM SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL FIELD TOUCHUPS PRIOR TO COMPLETION OF THE WORK.
3. ALL EXTERIOR STEEL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH SPECIFICATION ASTM A123 UNLESS OTHERWISE NOTED. GALVANIZING SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL DIMENSIONS, MARKS, AND WELDS IN THE GALVANIZED AREAS SHALL BE REPAIRED GALVANIZING COMPOUND OR APPROVED EQUAL.
4. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILLED ON STRUCTURAL DRAWINGS.
5. CONNECTIONS:
 - A. WELDING SHALL BE DONE BY A CERTIFIED WELDER USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D11. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC MANUAL OF STEEL CONSTRUCTION, 9TH EDITION, AT THE COMPLETION OF WELDING.
 - B. BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS (3/4" DIA) AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
 - C. NON-STRUCTURAL CONNECTIONS FOR STEEL BRACING MAY USE 5/8" DIA GALVANIZED ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.
 - D. CONNECTION DESIGN BY FABRICATOR WILL BE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER.
 - E. ALL BOLTED CONNECTIONS, PROVIDE A NUT AND A WASHER CONFORMING TO HEADS AND NUTS THAT WILL BE TURNED IN TIGHTENING THE CONNECTION TO-TIGHTEN TO AISC "STRAIGHT" CRITERIA.
6. STRUCTURAL STEEL BRACING SHALL BE 1 1/2" X 3/16" GALVANIZED STEEL BAR GRATING (KG 3080A TYPE-WB OR EQWA) ATTACHED @ 1'-6" oc WITH GRATING CLAMPS, UNLESS OTHERWISE NOTED.
7. NEW STRUCTURAL STEEL LOCATED WITHIN A BUILDING OR ENCLOSURE SHALL BE FIRE RATED PER LOCAL CODE.

MONOPOLE WELDING

CONTRACTOR SHALL ADHERE TO THE FOLLOWING PROCEDURES FOR MONOPOLE WELDING:
 MONOPOLE ON TOWER:
 THROUGHOUT CHECK INSIDE THE TOWER TO BE CERTAIN THAT ANY COAX THAT IS TOUCHING OR CLOSE TO TOUCHING THE TOWER WALL IN THE AREA WHERE WELDING IS TO BE PERFORMED IS BUNDLED TOGETHER AND IS HELD AT LEAST SIX (6) INCHES AWAY FROM THE WELDING AREA. THE WELDING SHALL BE PERFORMED IN A MANNER SUFFICIENT TO PROVIDE PROPER COOL-DOWN AT THE SAME TIME CHECK FOR BIRD OR NEST OR OTHER FOREIGN COMBUSTIBLE MATERIALS AND REMOVE IF OBSERVED. UNDER NO CIRCUMSTANCES SHALL WELDING OCCUR UNLESS THIS IS FIRST ACCOMPLISHED. IF IT IS NOT POSSIBLE TO ACHIEVE THIS, THE TOWER OWNER MUST BE CONTACTED TO DETERMINE AN ALTERNATIVE APPROACH.

PORTHOLE INSTALLATION
 THE USE OF CUTTING TORCHES IS STRICTLY PROHIBITED FOR ANY PURPOSE ON ALL MONOPOLE TOWERS. THE SAFE PROCEDURE DESCRIBED ABOVE FOR WELDING ONCE THE PORTHOLE IS COMPLETE, THE PORTHOLE INSTALLATION PROCESS MAY CONTINUE. PORTHOLE INSTALLATION MUST BE ACCOMPLISHED BY UTILIZING A METAL CUTTING SAW WITH A DEPTH GAUGE FOR CUTTING THE OPENING. APPROPRIATE CARE MUST BE TAKEN TO ENSURE THAT SLAG AND/OR SPARKS DO NOT ENTER THE TOWER WHEN WELDING THE PORTHOLE REINFORCEMENT.

IN ADDITION TO THE ABOVE, ALL NORMALLY REQUIRED INDUSTRY STANDARD FIRE PREVENTION PRACTICES MUST BE OBSERVED DURING PERFORMANCE OF ANY OF THE ABOVE MENTIONED MONOPOLE TOWER MODIFICATIONS.

CONCRETE NOTES

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING APPLICABLE CODES: ACI 308, ACI 318, ACI 309, ACI 310, ACI 311, ACI 312, ACI 313, ACI 314, ACI 315, ACI 316, ACI 317, ACI 318, ACI 319, ACI 320, ACI 321, ACI 322, ACI 323, ACI 324, ACI 325, ACI 326, ACI 327, ACI 328, ACI 329, ACI 330, ACI 331, ACI 332, ACI 333, ACI 334, ACI 335, ACI 336, ACI 337, ACI 338, ACI 339, ACI 340, ACI 341, ACI 342, ACI 343, ACI 344, ACI 345, ACI 346, ACI 347, ACI 348, ACI 349, ACI 350, ACI 351, ACI 352, ACI 353, ACI 354, ACI 355, ACI 356, ACI 357, ACI 358, ACI 359, ACI 360, ACI 361, ACI 362, ACI 363, ACI 364, ACI 365, ACI 366, ACI 367, ACI 368, ACI 369, ACI 370, ACI 371, ACI 372, ACI 373, ACI 374, ACI 375, ACI 376, ACI 377, ACI 378, ACI 379, ACI 380, ACI 381, ACI 382, ACI 383, ACI 384, ACI 385, ACI 386, ACI 387, ACI 388, ACI 389, ACI 390, ACI 391, ACI 392, ACI 393, ACI 394, ACI 395, ACI 396, ACI 397, ACI 398, ACI 399, ACI 400.
2. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - i. MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI UNLESS OTHERWISE NOTED.
 - ii. MAXIMUM AGGREGATE SIZE SHALL BE 1".
 - iii. THE FOLLOWING MATERIALS SHALL BE USED:
 - PORTLAND CEMENT: ASTM C 150, TYPE I
 - WATER: POTABLE WATER
 - NORMAL WEIGHT AGGREGATE: ASTM C 615 GRADE 60
 - ADDMIXTURE: PERMANENTLY RETARDING ADMIXTURE (PRA) WITH CHLORIDE CONTAINING ADMIXTURES.
 - iv. REINFORCING DETAILS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.
 - v. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED UNLESS OTHERWISE NOTED.
 - vi. ALL HOOKS SHALL BE STANDARD, UNO.
 - vii. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST EARTH: 3 IN.
 - CONCRETE EXPOSED TO EARTH OR WEATHER #3 AND LARGER: 2 IN.
 - #3 AND SMALLER & W/W: 1 1/2 IN.
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND: 1 1/2 IN.
 - SLAB AND WALL: 3/4 IN.
 - viii. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO.
 - ix. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
 - x. INSTALLATION OF WELDED WIRE FABRIC SHALL BE PER CONSOLE OR MANUFACTURER'S WRITTEN RECOMMENDATIONS. REINFORCING SHALL BE PLACED AT THE DEPTH OR AS SHOWN ON THE DRAWINGS, NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE.
 - xi. CURING COMPOUNDS SHALL CONFORM TO ASTM C-309.
 - xii. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI-309.
 - xiii. DO NOT WELD OR TACKLE REINFORCING STEEL.
 - xiv. ALL DOWNLAYS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
 - xv. LOCATE ADDITIONAL CONSTRUCTION JOINTS REQUIRED TO FACILITATE CONSTRUCTION AS ACCEPTABLE TO ENGINEER. PLACE REINFORCEMENT CONTINUOUSLY THROUGH JOINTS.
 - xvi. REINFORCEMENT SHALL BE COUD BENT WHEREVER BENDING IS REQUIRED.

CONCRETE NOTES (CONT.)

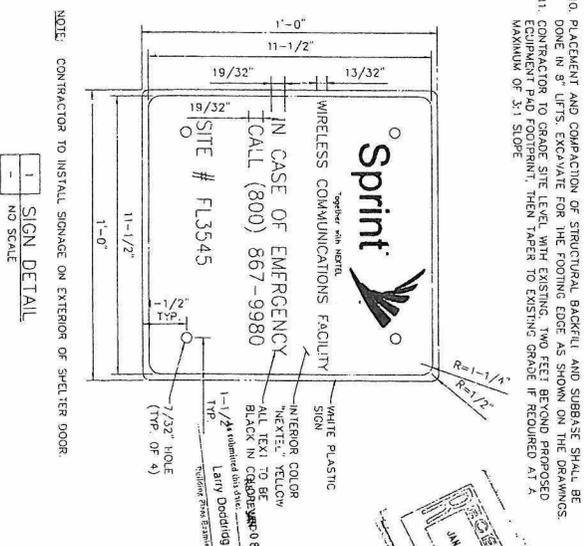
17. PLACE CONCRETE IN A UNIFORM MANNER TO PREVENT THE FORMATION OF COLD JOINTS. REINFORCEMENT SHALL BE PLACED IN THE TOWER WALLS TO PREVENT CONCRETE THROUGH-CHUTES OR FORMWORK.
18. DO NOT ALLOW CONCRETE TO SET IN WATER, ICE, OR ON FROZEN GROUND.
19. DO NOT ALLOW CONCRETE TO FREEZE DURING CURING AND SETTING PERIOD. OR FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT.
20. FOR COLD-WEATHER AND HOT-WEATHER CONDITIONS, IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS MINIMUM.

EXCAVATIONS/FOUNDATION

1. FOUNDATION EXCAVATION SHALL BE HAND-TRIMMED TO REMOVE LOOSE MATERIALS.
2. DO NOT PLACE FOOTINGS IN WATER OR ON FROZEN GROUND.
3. SOIL BEARING CAPACITIES, PREVIOUSLY ACCEPTED BY GEOTECHNICAL ENGINEER, WHICH TO SATISFACTION OF GEOTECHNICAL ENGINEER.
4. DO NOT ALLOW GROUND BREAKTH FOOTINGS TO FREEZE.
5. ALL STRUCTURAL BRACKET AND SUBBASE UNDER SLABS SHALL BE SET ON STRUCTURAL GRADE. ALL STRUCTURAL BRACKET AND SUBBASE UNDER SLABS SHALL BE SET ON STRUCTURAL GRADE. THE MATERIAL SHALL HAVE THE FOLLOWING GRADATION:

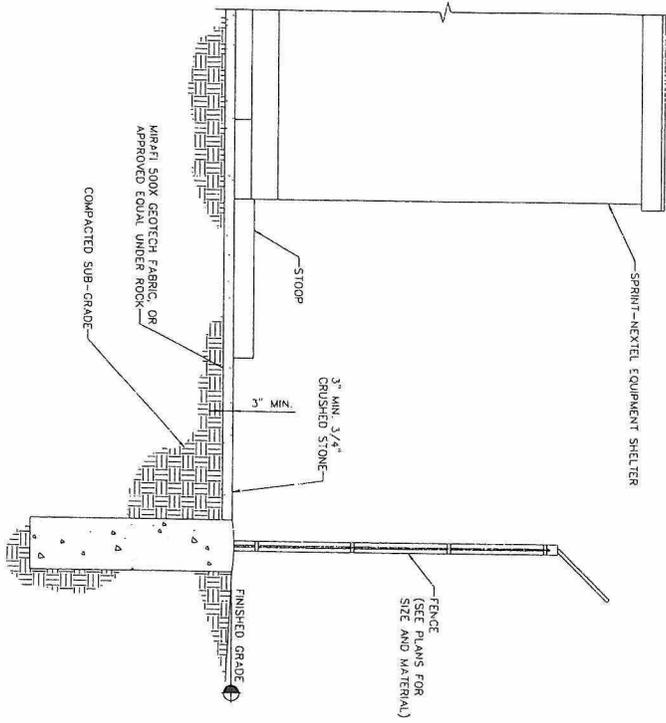
PERCENT PASSING BY WEIGHT	
4 INCH	100
NO. 40	0 TO 75
NO. 200	0 TO 15
6. MATERIALS SHALL BE SUBSTANTIALLY FREE OF SHALE OR OTHER SOFT FLOOR MATERIALS. IF TESTING IS ELECTED BY OWNER, MATERIAL WITH A MAXIMUM MOISTURE CONTENT OF 15% AND A LOSS ON DRYING OF 15% WILL BE ACCEPTED.
7. COMPACT TO 95% STANDARD PROCTOR DENSITY PER ASTM D-998.
8. SUBGRADE BELOW SLAB-ON-GRADE SHALL BE REMOVED AND ACCEPTED BY GEOTECHNICAL ENGINEER BEFORE CONCRETE SLAB PLACEMENT.
9. ALL LOOSE AND/OR ORGANIC MATERIAL SHALL BE REMOVED PRIOR TO PREPARATION OF THE AREA FOR PLACEMENT OF STRUCTURAL BRACKET. OVERALL PLAN AREA OF WORK SHALL EXTEND 3'-0" MINIMUM BEYOND THE FINAL DIMENSIONS.
10. SCAFFER ANY SOFT AREAS SHALL BE OVEREXCAVATED 12" AND BACKFILLED WITH MATERIALS AND COMPACTED RECOMMENDATIONS SHOWN ON DRAWINGS.
11. PLACEMENT AND COMPACTATION OF STRUCTURAL BRACKET AND SUBBASE SHALL BE DONE IN 8" LIFTS. FINISHING OF THE FOOTING EDGE AS SHOWN ON THE DRAWINGS. CONCRETE TO GRADE SITE LEVEL WITH EXISTING. NO TEST BEING REQUIRED AT A MAXIMUM OF 3' SLOPE.

NOTE: CONTRACTOR TO INSTALL SIGNAGE ON EXTERIOR OF SHEETER DOOR

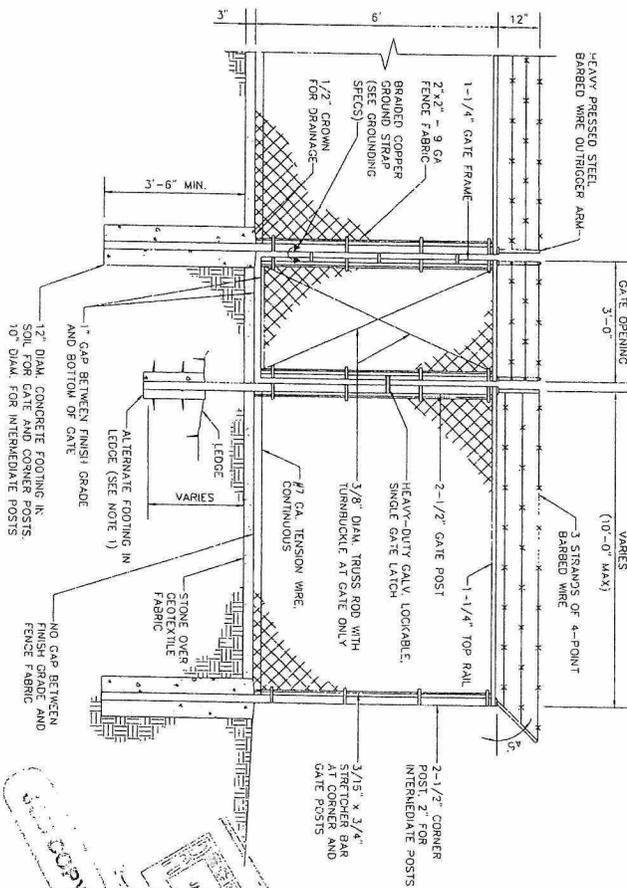


<p>PREPARED FOR: </p> <p>Together with NEXTE, 8700 N. ANDREWS AVENUE #500 FT. LAUDERDALE, FL 33309 PHONE: (954) 343-8101</p>		<p> </p> <p>GRADING, LANDSCAPE & ASPHALT PAVING, LTD. 14655 - 25th - 1801 Certificate of Authorization #8074</p>	
<p>DATE: 01/03/07</p> <p>BY: John P. Suberich, P.E. FL Professional Engineer #82723</p>	<p>SITE NO: FL3545C</p> <p>SITE NAME: LAKE PARK PUBLIC WORKS</p> <p>SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403</p> <p>PALM BEACH COUNTY</p>	<p>SHEET TITLE: STRUCTURAL NOTES & DETAIL</p> <p>SHEET NUMBER: C09</p>	<p> </p>

1 SITE COMPOUND CROSS-SECTION
NO SCALE



2 CHAINLINK FENCE AND MAN GATE
NO SCALE



FENCE NOTES

1. ALTERNATE FOOTINGS FOR ALL FENCE POSTS IN LEDGE IF LEDGE IS PERFORATED AT GRADE OR AT A DEPTH SHALLower THAN 3' FROM GRADE. ALL POSTS SHALL BE 2\"/>
- 2. ATTACH GATE WITH 1-1/2\"/>

DATE: 01/03/07
DRAWN BY: LARRY DODDIDGE
CHECKED BY: LARRY DODDIDGE

CHA
 CHA ENGINEERING & ASSOCIATES, L.P.
 14655 SW 28th Street, Suite 100, Boca Raton, FL 33433
 (561) 993-1400
 www.cha-engineering.com

FL Professional Engineer #22723
 John P. Sobiech
 01/03/07

PREPARED FOR:
Sprint
 Together with NEXTEL
 6700 N. ANDREWS AVENUE #500
 FT. LAUDERDALE, FL 33309
 PHONE: (954) 343-9701

CHA ENGINEERING & ASSOCIATES, L.P.
 CHA ENGINEERING & ASSOCIATES, L.P.
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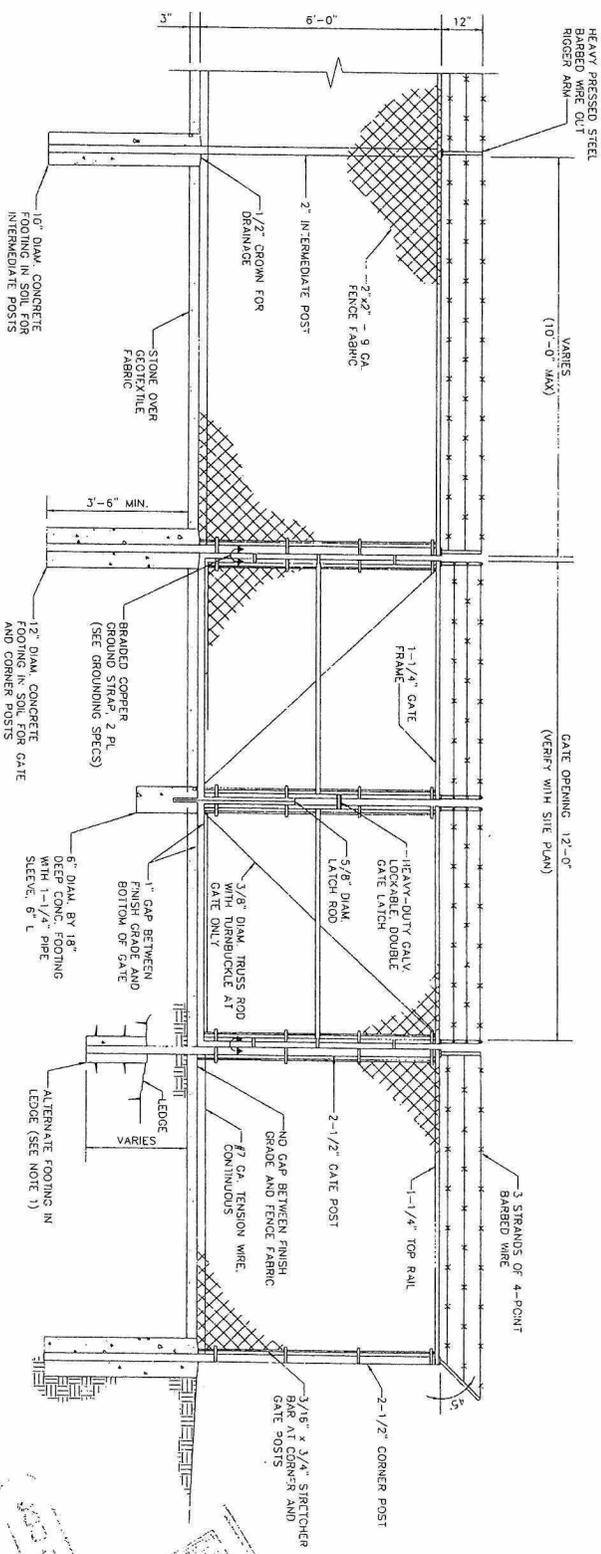
Certificate of Authorization #8072

NO.	DATE	DESCRIPTION
0	12/17/06	SUBMIT FOR REVIEW
1	01/03/07	SUBMIT FOR CONSTRUCTION
2	01/03/07	ISSUED FOR CONSTRUCTION

SITE NO: FL3545C
 SITE NAME: 1/ LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY
 LAKE PARK, FL 33403
 PALM BEACH COUNTY

SHEET TITLE: SITE DETAILS
 SHEET NUMBER: C10

1 CHAINLINK FENCE AND ACCESS GATE
NO SCALE



FENCE NOTES

1. ALTERNATE FOOTINGS FOR ALL FENCE POSTS IN LEDGE. IF LEDGE IS NOT AVAILABLE, A 12\"/>
- 2. ATTACH GATE WITH 1-1/2\"/>

REVIEWED & OK'd
LARRY DODDRIDGE
DATE: 01/03/07

01/03/07
John P. Sobush
FL Professional Engineer #85723
I am a duly Licensed Professional Engineer
in the State of Florida
No. 01/03/07

SITE ID: FL3545C
SITE NAME: T/LAKE PARK PUBLIC WORKS
SITE ADDRESS: 650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403
PALM BEACH COUNTY

SHEET TITLE: SITE DETAIL
SHEET NUMBER: C11

NO.	DATE	DESCRIPTION
1	01/07/06	ISSUE FOR REVIEW
2	01/07/06	REVISED PER COMMENTS
3	01/07/06	ISSUE FOR REVIEW
4	01/07/06	REVISED PER COMMENTS

CHA
14056 - 2058 - 1601
Certificate of Authorization #8074

CHA REQUEST NO. 14056 - 2058 - 1601
Certificate of Authorization #8074

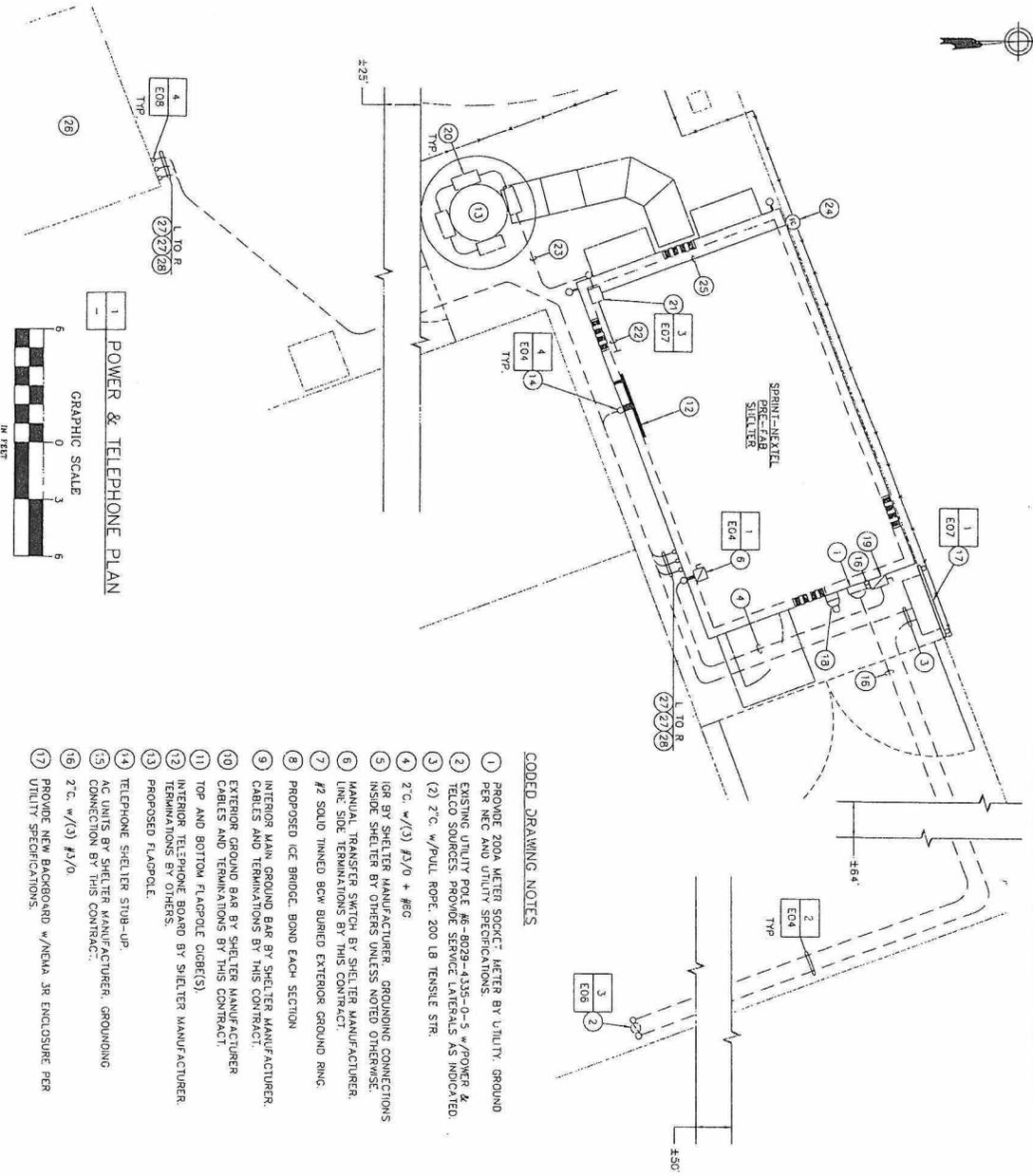
PREPARED BY:
CHA
14056 - 2058 - 1601
Certificate of Authorization #8074

PREPARED FOR:
Sprint
Together with NEXTEL #509
6700 FT. LAUDERDALE FL 33309
PHONE: (954) 343-8101

PREPARED FOR:
Sprint
Together with NEXTEL #509
6700 FT. LAUDERDALE FL 33309
PHONE: (954) 343-8101

APPROX TRUE NORTH

DRAWINGS WERE COMPLETED BEFORE THE UTILITY COMPANIES COULD CONSIDER THE SOURCE OF ELECTRICAL/TELEPHONE SERVICES. DESIGN IS BASED UPON SITE OBSERVATIONS ONLY. VERIFICATION OF FINAL UTILITY DESIGN IS IN PROGRESS WITH FINAL (OR OTHER UTILITY AS NECESSARY) AND BELL SOUTH MOBILITY. AS-BUILT DRAWINGS WILL DEPICT FINAL UTILITY DESIGN IF DIFFERENT THAN THAT SHOWN HEREIN.



GENERAL NOTES:

1. THIS SITE INCLUDES EXISTING UNDERGROUND ELECTRIC, TELEPHONE AND GROUNDING SYSTEMS. CONTACT ELECTRIC, TELEPHONE AND ALL OTHER UTILITY COMPANIES TO VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION WITHIN THE PROXIMITY OF UNDERGROUND SERVICES. SHALL BE PERFORMED BY HAND.
2. ALL GROUNDING SHOULD BE IN COMPLIANCE WITH NEC ARTICLE 250
3. FINAL UTILITY DESIGN TO BE COMPLETED PRIOR TO CONSTRUCTION

CODED DRAWING NOTES

- 1 PROVIDE 200A METER SOCKET, METER BY UTILITY, GROUND PER NEC AND UTILITY SPECIFICATIONS.
- 2 EXISTING UTILITY POLE #6-8029-4335-0-3 W/POWER & TELCO SOURCES. PROVIDE SERVICE LATERALS AS INDICATED.
- 3 (2) 2" C. W/PULL ROPE, 200 LB TENSILE STR.
- 4 2" C. W/(3) #3/0 + #8G
- 5 ISOR BY SHELTER MANUFACTURER. GROUNDING CONNECTIONS INSIDE SHELTER BY OTHERS UNLESS NOTED OTHERWISE.
- 6 MANUAL TRANSFER SWITCH BY SHELTER MANUFACTURER. LINE SIDE, TERMINATIONS BY THIS CONTRACT.
- 7 #2 SOLID TINNED BGV BURIED EXTERIOR GROUND RING.
- 8 PROPOSED ICE BRIDGE, BOND EACH SECTION.
- 9 INTERIOR MAIN GROUND BAR BY SHELTER MANUFACTURER. CABLES AND TERMINATIONS BY THIS CONTRACT.
- 10 EXTERIOR GROUND BAR BY SHELTER MANUFACTURER. CABLES AND TERMINATIONS BY THIS CONTRACT.
- 11 TOP AND BOTTOM FLAGPOLE COB(C)S.
- 12 INTERIOR TELEPHONE BOARD BY SHELTER MANUFACTURER. TERMINATIONS BY OTHERS.
- 13 PROPOSED FLAGPOLE.
- 14 TELEPHONE SHELTER STUB-UP.
- 15 AC UNITS BY SHELTER MANUFACTURER. GROUNDING CONNECTION BY THIS CONTRACT.
- 16 2" C. W/(3) #3/0.
- 17 PROVIDE NEW BACKBOARD W/NEMA 3R ENCLOSURE PER UTILITY SPECIFICATIONS.

LEGEND

- UTILITY POLE
- ⊗ SERVICE DISCONNECT SWITCH
- ⊕ GENERATOR RECEPTACLE
- ⊖ METER SOCKET BY OTHERS
- ⊘ METER BY UTILITY COMPANY
- ⊙ EXPOSED CONDUIT
- ⊚ UNDERGROUND ELECTRICAL/TELEPHONE
- ⊛ CODED DRAWING NOTE
- ⊜ DETAIL NUMBER
- ⊝ DRAWING(S) NUMBER
- ⊞ FLOODLIGHT, UTHONIA, MODEL # KFL2 175W, 120 VAC, 120 YK, LPI OR EQUAL.

ABBREVIATIONS

- AWG AMERICAN WIRE GAUGE
- BGV BARE COPPER WIRE
- CCBE COAX GROUND BAR EXTERNAL
- COBE COAX ISOLATED GROUND BAR EXTERNAL
- CIBGE COAX ISOLATED GROUND BAR EXTERNAL
- DWG DRAWING
- DWG DRAWING
- ENG ENGINEERING
- MGFB MASTER ISOLATION GROUND BAR
- NEC NATIONAL ELECTRICAL CODE
- PCS PERSONAL COMMUNICATION SERVICE
- ROS ROOF CALVANIZED STEEL
- W/ WITH

REVISED 08/2001
 As Submitted this date:
 Larry Doddridge
 Director of Engineering

- 18 GENERATOR RECEPTACLE.
- 19 200A/2P FUSED SERVICE DISCONNECT SWITCH, W/(2) 200A FUSES.
- 20 UTHONIA 175W FLOODLIGHT MODEL # KFL2 175W, 120 VAC, 120 YK, LPI OR APPROVED EQUIVALENT WITH APPROPRIATE YOKER MOUNTING KIT, POSITION FLOODLIGHT TO LIGHT FLAG AND TO MINIMIZE SPILL LIGHT. COORDINATE MOUNTING REQUIREMENTS WITH EQUIPMENT MANUFACTURER.
- 21 PROVIDE LIGHTING CONTROL PANEL WITH A 3-WAY SELECTOR SWITCH FOR HAND-OFF-AUTO OPERATION, RELAY AND REQUIRED WIRING IN A NEMA 1 ENCLOSURE, LARGE ENOUGH FOR RELAY, SELECTOR SWITCH AND REQUIRED WIRING. PROVIDE LABEL POSITIONS, HAND/OFF/AUTO & ENCLOSURE FLOODLIGHT CONTROL.
- 22 PROVIDE 200A/2P CIRCUIT BREAKER IN BREAKER PANEL AND 3/4" C. W/(3) #12 + (1) #2/0 FROM PANEL TO LIGHTING CONTROL PANEL.
- 23 PROVIDE 200A/2P CIRCUIT BREAKER IN BREAKER PANEL AND 3/4" C. W/(3) #12 + (1) #2/0 FROM PANEL TO LIGHTING CONTROL PANEL.
- 24 PHOTOCELL FOR FLOODLIGHTS MOUNT ON SHELTER EXTERIOR WALL AT APPROXIMATELY 10'-0" ABOVE FINISHED GRADE. INSTALL (PC) TO ENSURE PROPER OPERATION OF DEVICE.
- 25 3/4" C. W/(3) #12 + #2/0 TO PHOTOCELL.
- 26 FUTURE GENERATOR TO BE INSTALLED BY LANDLORD. 1" C. W/PULL ROPE, STUB AND CAP AT BOTH ENDS. EXACT LOCATION TO BE DETERMINED IN FIELD. SPACE 6" FROM ANY OTHER CONDUIT AT SHELTER END.
- 27 2-1/2" C. W/PULL ROPE, STUB AND CAP AT BOTH ENDS. EXACT LOCATION TO BE DETERMINED IN FIELD. SPACE 5" FROM ANY OTHER CONDUIT AT SHELTER END.

PREPARED FOR:
Sprint

Together with NEXTEL
 6700 N. ANDREWS AVENUE, #500
 PALM BEACH, FL 33403
 PHONE: (561) 343-8101

CHIA
 CHIA GROUP, INC.
 1455 - 2058 - 1801
 CERTIFICATE OF AUTHORIZATION #8074

NO.	DATE	DESCRIPTION
01/01/06	ISSUED FOR REVIEW	
01/02/06	ISSUED FOR REVIEW	
01/03/06	ISSUED FOR REVIEW	
01/04/06	ISSUED FOR REVIEW	
01/05/06	ISSUED FOR REVIEW	
01/06/06	ISSUED FOR REVIEW	
01/07/06	ISSUED FOR REVIEW	
01/08/06	ISSUED FOR REVIEW	
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01/28/06	ISSUED FOR REVIEW	
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01/30/06	ISSUED FOR REVIEW	
01/31/06	ISSUED FOR REVIEW	

John P. Sobech
 01/03/07

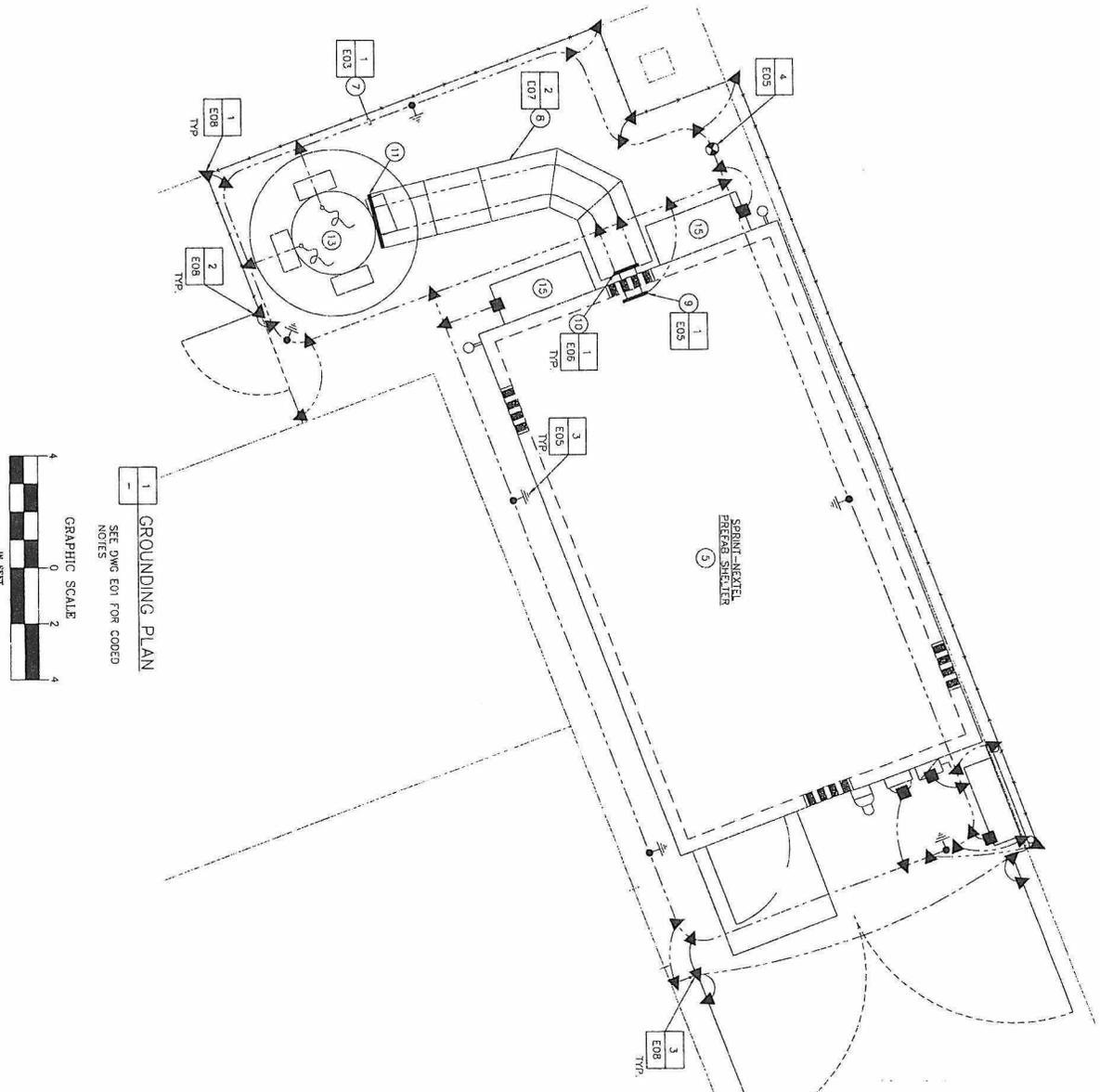
FL PROFESSIONAL ENGINEER #82723

THIS IS A WORK OF ART OR DESIGN, OR A CREATION OF AN ORIGINAL DESIGN, WHICH IS A REGISTERED PROFESSIONAL ENGINEER'S DESIGN OR INVENTION, AND IS THE PROPERTY OF CHIA GROUP, INC.

SITE ID: FL3545C
 SITE NAME: T/LAKE PARK PUBLIC WORKS
 SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403
 PALM BEACH COUNTY

SHEET TITLE: POWER & TELEPHONE PLAN
 SHEET NUMBER: E01

APPROXIMATE NORTH



GRAPHIC SCALE
0 1 2
IN FEET

SEE DWG E01 FOR CODED NOTES

GROUNDING PLAN

- LEGEND
- GROUNDING WIRE, #2 TINNED SOLID COPPER U.N.O
 - GROUND ROD
 - GROUND ROD w/ INSPECTION WELL
 - COMPRESSION LUG CONNECTION
 - EXOTHERMIC WELDED LUG CONNECTOR
 - MIBB - GROUND BAR
 - CODE - GROUND BAR
 - METER SOCKET BY OTHERS METER BY UTILITY COMPANY
 - SERVICE DISCONNECT SWITCH
 - CODED DRAWING NOTE
 - DETAIL NUMBER
 - DRAWING(S) NUMBER

DATE: 01/03/07
BY: LARRY DODDIDGE
CHECKED BY: LARRY DODDIDGE

John P. Sothech
Professional Engineer #892723
01/03/07

SITE ID: FL3545C
SITE NAME: LAKE PARK PUBLIC WORKS
SITE ADDRESS: 650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403
PALM BEACH COUNTY

SHEET NUMBER: E02

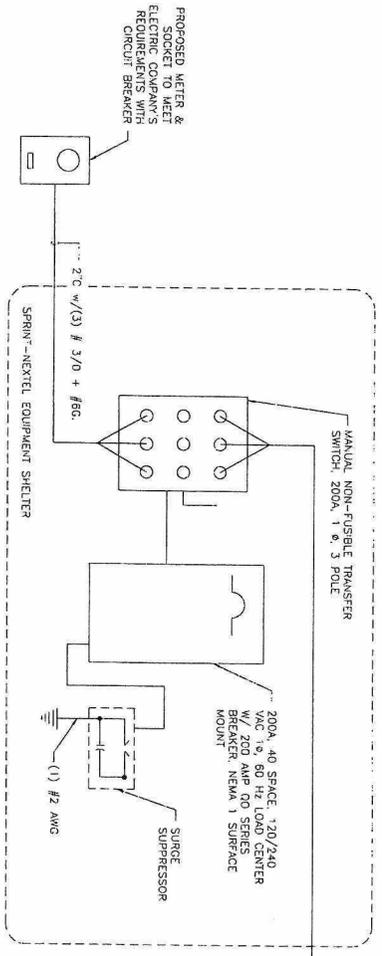
GROUNDING PLAN

NO.	REVISION	DATE
1	ISSUED FOR REVIEW	01/02/07
2	FOR COMMENTS	01/02/07
3	ISSUED FOR REVIEW	01/02/07
4	FOR COMMENTS	01/02/07
5	ISSUED FOR REVIEW	01/02/07
6	FOR COMMENTS	01/02/07
7	ISSUED FOR REVIEW	01/02/07
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20	FOR COMMENTS	01/02/07

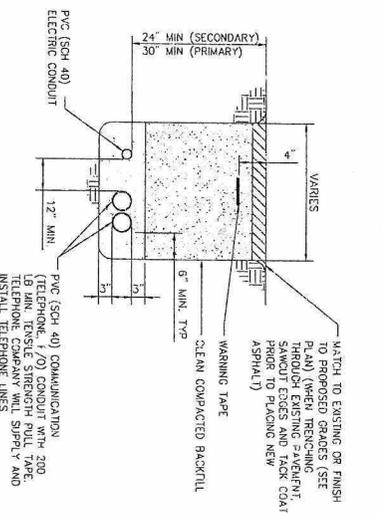
CHA PROJECT NO. 14055 - 20358 - 1401
Certificate of Authorization #8074

PREPARED FOR:
Sprint

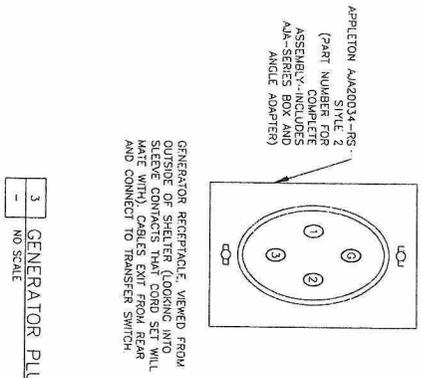
Together with NEXTEL
8700 N. ANDROS AVE. SUITE 500
LAKE PARK, FL 33403
PHONE: (954) 343-8101



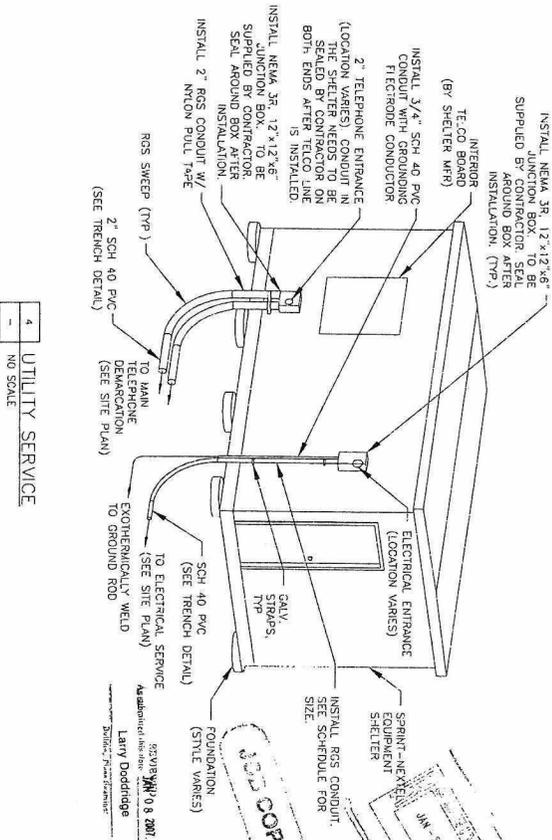
1 TYPICAL ONE LINE DIAGRAM
NO SCALE



2 UTILITY TRENCH
NO SCALE



3 GENERATOR PLUG DETAIL
NO SCALE



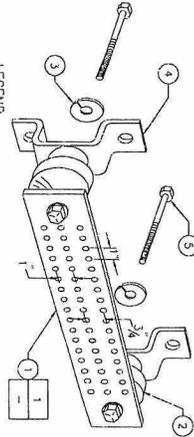
4 UTILITY SERVICE
NO SCALE

PREPARED FOR:
Sprint
Together with NEXTEL
6700 N. ANDERSON AVENUE #300
DALLAS, TX 75248
PHONE: (972) 343-8101

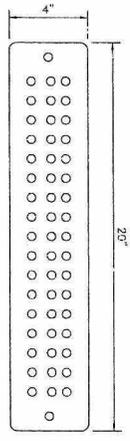
PREPARED BY:
GIA
GIA PROJECT NO.
14055 - 2058 - 180
Certificate of Authorization #89074

NO.	DATE	DESCRIPTION
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2	01/03/07	REVISED FOR CONSTRUCTION
3	01/03/07	REVISED FOR CONSTRUCTION
4	01/03/07	REVISED FOR CONSTRUCTION
5	01/03/07	REVISED FOR CONSTRUCTION
6	01/03/07	REVISED FOR CONSTRUCTION

SHEET NUMBER
E04



- LEGEND**
- 1 - COPPER HARGER GROUND BAR, 1/4" x 4" x 20" GBIT 14420 1 2-7 HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
 - 2 - STANDOFF INSULATORS, HARGER LIGHTNING PROTECTION, INC. CAT. NO. 5283-48
 - 3 - 1/2" LOCKWASHERS, HARGER CO. CAT. NO. LW85
 - 4 - WALL MOUNTING BRACKET, STAINLESS STEEL MOUNTING BRACKET, HARGER CAT. NO. WMT1-1
 - 5 - 1/2-13 x 1" HEX HEAD CAP SCREW, HARGER CAT. NO. CS985
- NOTE: ALL HOLES ARE 7/8" UNLESS SPECIFIED DIFFERENTLY.

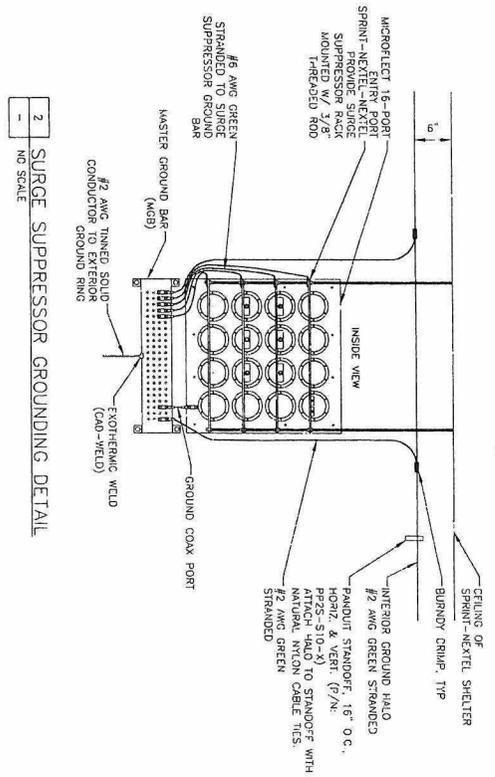


NOTE: THE GROUND BAR IS 1/4" THICK, 4" WIDE 20" LONG. IT HAS A HOLE PATTERN "J" WITH A NO. 2 AWG SOLID TINNED TAIL.

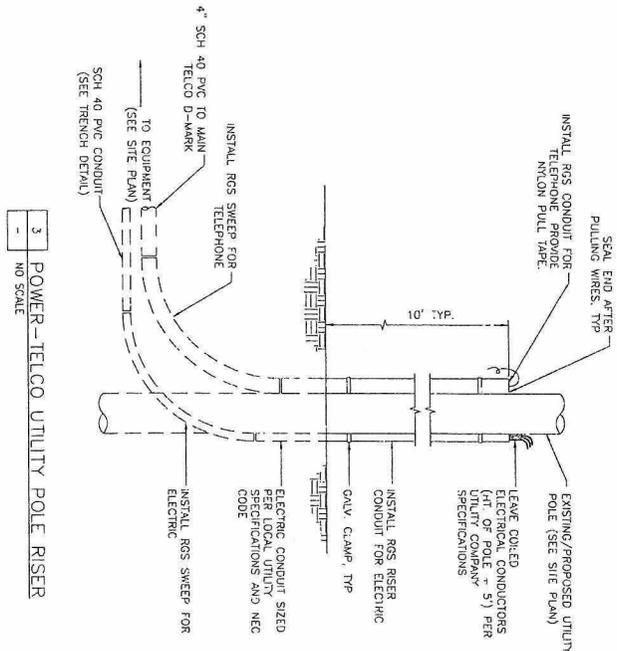
GBIT	14420	J	2-7
STYLE		HOLE PATTERN	TAIL
SIZE			

STYLE: GBIT - GROUND BAR WITH WALL MOUNTING BRACKET, INSULATORS AND A 25' EXHIBITIONALLY WELDED TAIL.
 SIZE: THICKNESS WIDTH, LENGTH IN INCHES
 HOLE PATTERN: HOLE PATTERN CENTERS MATCH NEMA DOUBLE LUG CONFIGURATION. SEE ISOMETRIC.
 SPECIFY AMERICAN WIRE GAUGE (AWG) SIZE AND STRANDING REQUIRED. 25' LENGTH IS STANDARD UNLESS OTHERWISE REQUIRED.

1	GROUND BAR
-	NO SCALE



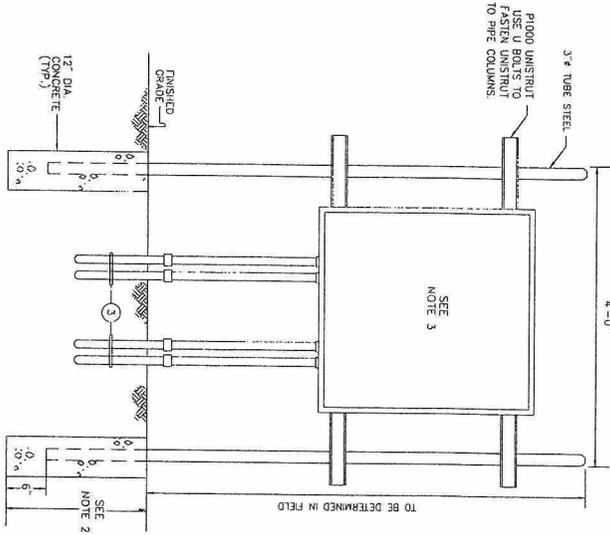
2 SURGE SUPPRESSOR GROUNDING DETAIL
NO SCALE



3 POWER-TELCO UTILITY POLE RISER
NO SCALE

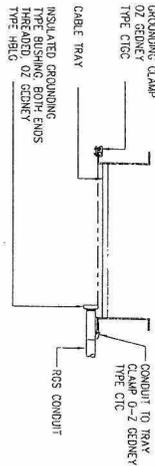
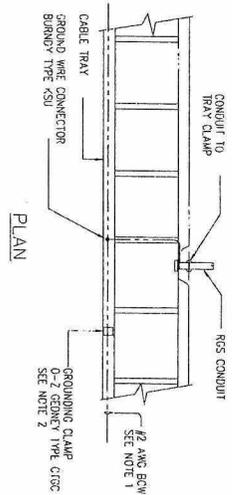
REVISION 08 2007
 LARRY DODDIDGE
 As updated this date:
 Revision File: 3545C.DWG

<p>PREPARED FOR:</p>	<p>Together with NEXTEL 6700 N. ADDRESS LINE #13308 PALM BEACH GARDENS, FL 33408 PHONE: (954) 343-8101</p>	<p>CHAI HANNOU & ASSOCIATES LLP 1000 NW 4th Street, Coral Gables, Florida 33134 (305) 441-1100 FAX: (305) 441-1101 www.chaia.com</p>	<p>Certificate of Authorization #8074</p> <table border="1"> <thead> <tr> <th>NO</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>02/17/06</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>1</td> <td>01/03/07</td> <td>FOR CONSTRUCTION</td> </tr> </tbody> </table>	NO	DATE	REVISION	0	02/17/06	ISSUED FOR REVIEW	1	01/03/07	FOR CONSTRUCTION
NO	DATE	REVISION										
0	02/17/06	ISSUED FOR REVIEW										
1	01/03/07	FOR CONSTRUCTION										
<p>PREPARED BY:</p> <p>WLD. HEATHER</p>		<p>DATE: 01/03/07</p> <p>BY: WLD. HEATHER</p>										
<p>PROJECT: 1/ LAKE PARK PUBLIC WORKS</p> <p>ADDRESS: 650 OLD DIXIE HIGHWAY</p> <p>LAKE PARK, FL 33403</p> <p>PALM BEACH COUNTY</p>		<p>SHEET TITLE: ELECTRICAL DETAILS</p> <p>SHEET NUMBER: E06</p>										



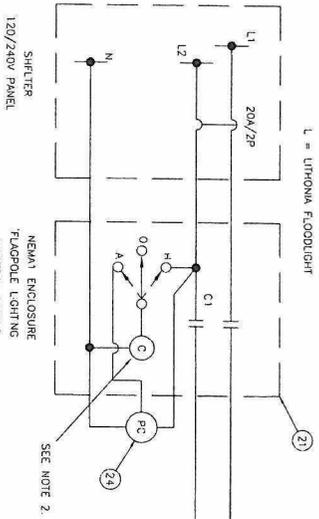
- NOTES:
1. FOR CODED NOTES SEE DWG. E01
 2. 3"-6" MINIMUM.
 3. 3/8" x 3/8" x 12" HOFFMAN NEMA TYPE 3R ENCLOSURE (OR EQUIVALENT) FOR TELEPHONE SERVICE TERMINATION.

1 TELCO BACKBOARD - ELEVATION
NO SCALE



- NOTES:
1. GROUND WIRE CONNECTED TO RING GROUND.
 2. TYPICAL FOR EACH SECTION OF TRAY.

2 TRAY GROUNDING DETAIL
NO SCALE



- NOTES:
1. SEE DWG. E01 FOR CODED NOTES
 2. CONFIRMABLE, DOUBLE POLE, RELAY WITH 20A CONTACTS, RATED 240V AC, WITH SPARE CONTACTS, 120V AC RATED COIL.

3 FLAGPOLE LIGHTING - CONTROL DIAGRAM
NO SCALE

REV: JAN 08 2001
LARRY DODDIDGE
APPROVED FOR CONSTRUCTION



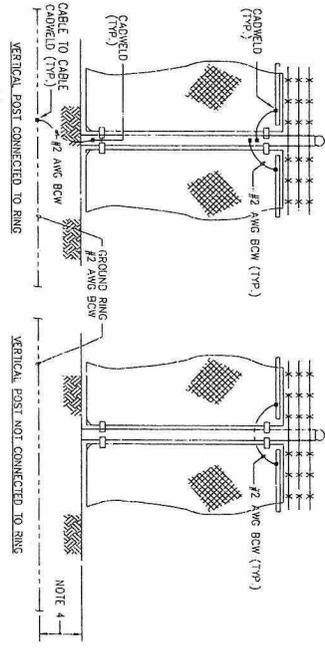
PREPARED FOR:
7900 N. ANDREWS AVENUE #900
FORT WORTH, TX 76109
PHONE: (817) 343-9100

Prepared by:
CHA
CLAREN HARRISON & ASSOCIATES, L.P.
1800 W. East Avenue, Suite 2000, Fort Worth, Texas 76102
Tel: (817) 250-0000 Fax: (817) 250-0001
CHA PROJECT NO.: 14058 - 2058 - 1601
Certificate of Authorization #8074

NO.	DATE	DESCRIPTION
1	01/03/07	ISSUED FOR REVIEW
2	01/03/07	ISSUED FOR CONSTRUCTION
3	01/03/07	ISSUED FOR CONSTRUCTION

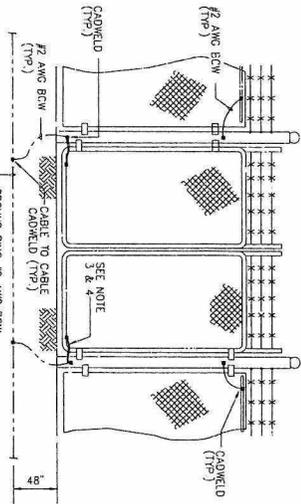
John P. Sobiech, 01/03/07
FL Professional Engineer #63723
IT'S A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

SITE ID: FL35459C
SITE NAME: TLAKE PARK PLELIC WORKS
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY
SHEET TITLE: ELECTRICAL DETAILS
SHEET NUMBER: E07



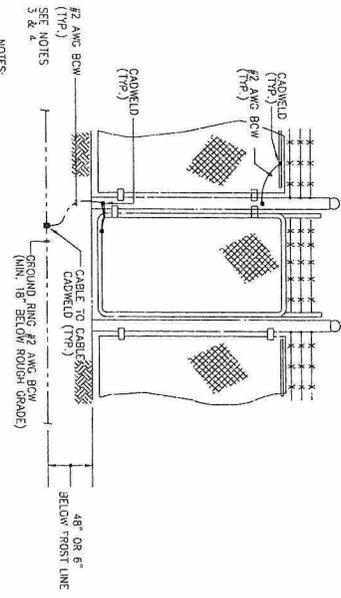
- NOTES
1. VERTICAL POSTS SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST AS A MINIMUM ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FOOT STRAIGHT RUN OF FENCE.
 2. HORIZONTAL POLES SHALL BE BONDED TO EACH OTHER.
 3. BOND EACH HORIZONTAL POLE/BRACE TO EACH OTHER AND TO EACH VERTICAL POST THAT IS BONDED TO THE EXTERIOR GROUND RING.
 4. INSTALL GROUND RING MIN. 48" BELOW GRADE OR 6" BELOW.

1 FENCE GROUNDING
NO SCALE



- NOTES
1. THE #2 AWG BOW FROM THE RING GROUND SHALL BE COWELDED TO THE POST ABOVE GRADE.
 2. BOND EACH HORIZONTAL POLE/BRACE TO EACH OTHER AND TO EACH VERTICAL POLE BONDED TO THE EXTERIOR GROUND RING.
 3. GATE JUMPER SHALL BE #1/0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
 4. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

2 FENCE GATE GROUNDING
NO SCALE



- NOTES
1. THE #2 AWG BOW FROM THE GROUND RING SHALL BE COWELDED TO THE POST ABOVE GRADE.
 2. BOND EACH HORIZONTAL POLE/BRACE TO EACH OTHER AND TO EACH VERTICAL POLE BONDED TO THE EXTERIOR GROUND RING.
 3. GATE JUMPER SHALL BE #1/0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
 4. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

3 UNDERGROUND CONDUIT STUB-UP
NO SCALE

Prepared for:
Sprint
Together with Nextel
6700 N LAUDERDALE AVENUE #500
FT LAUDERDALE, FL 33309
PHONE: (954) 343-8101

Prepared by:
CHA
CLOUD HARBOR & ASSOCIATES LLP
100 SW 1st Street, Suite 1000, Fort Lauderdale, FL 33301
CHA PROJECT NO. 14356 - 2008 - 1801
Certificate of Authorization #8074

NO	DATE	DESCRIPTION
0	10/27/06	ISSUED FOR REVIEW
1	01/03/07	ISSUED FOR CONSTRUCTION
2	01/03/07	ISSUED FOR CONSTRUCTION
3	01/03/07	ISSUED FOR CONSTRUCTION
4	01/03/07	ISSUED FOR CONSTRUCTION

John F. Sisson
Professional Engineer #62723
DATE: 01/03/07
I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND I HAVE REVIEWED AND APPROVED THIS DOCUMENT.

SITE NO: FL3545C
SITE NAME: T/LAKE PARK PUBLIC WORKS
SITE ADDRESS: 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403
PALM BEACH COUNTY
SHEET TITLE: ELECTRICAL DETAILS

SHEET NUMBER: E08

100% COMPLETE
LARRY DODDING
08/30/06

EXHIBIT D- Photo simulation of tower

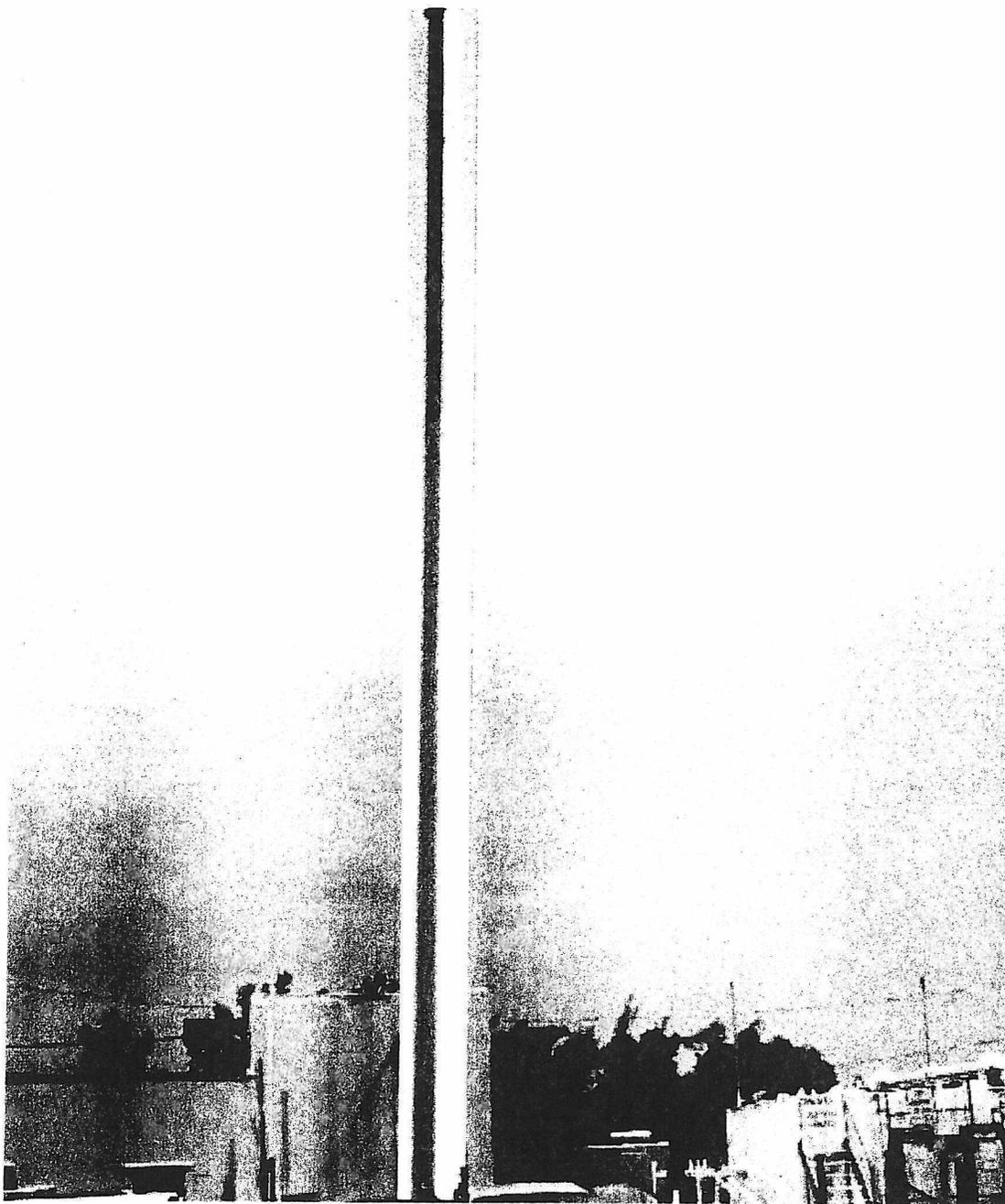


EXHIBIT D- Photo simulation of tower

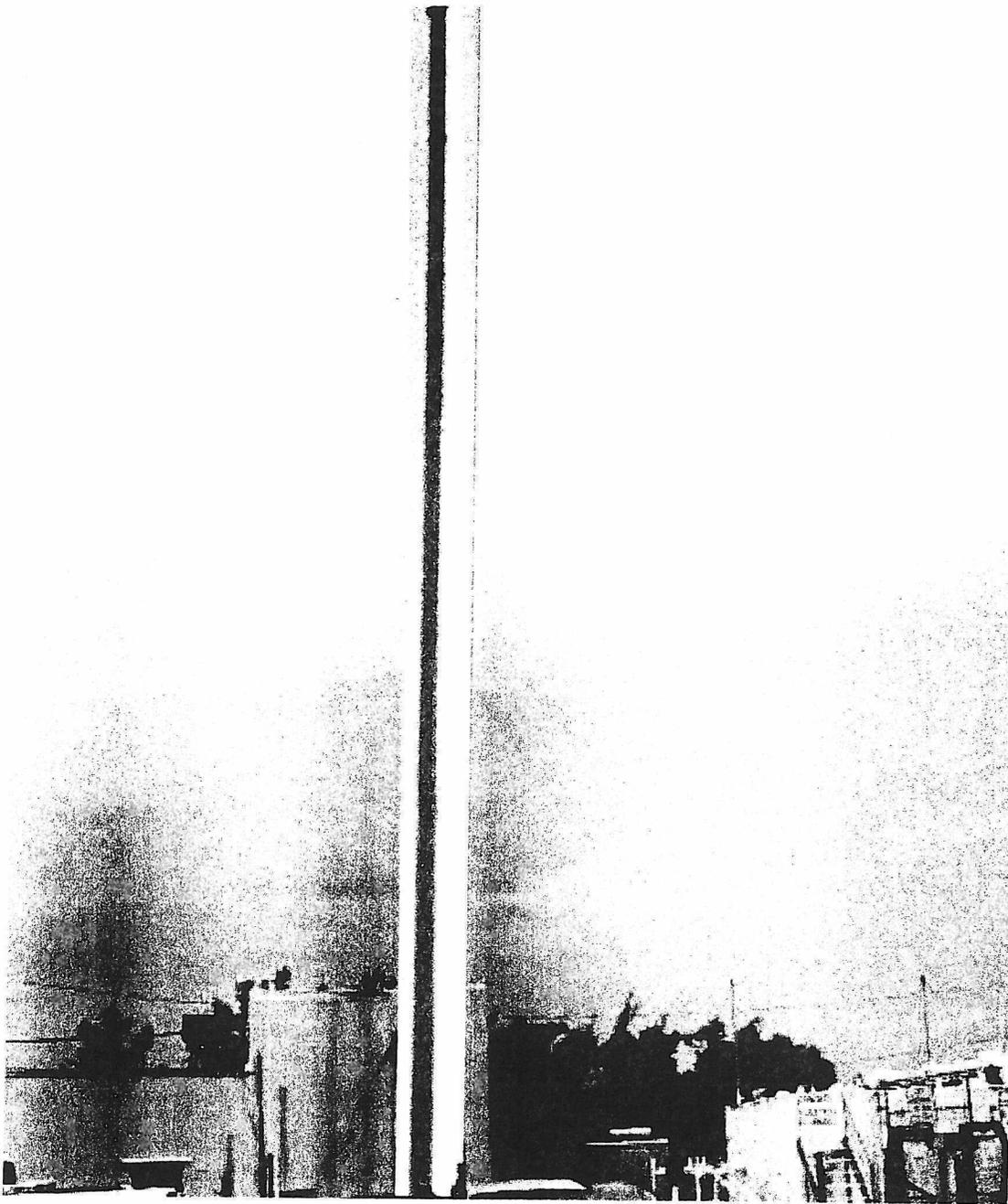


EXHIBIT E

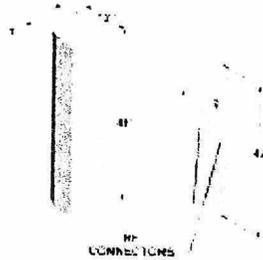
EMS
Wireless

RR65-12-XXXBL
DualPol[®] Polarization
886 MHz - 941 MHz

OptiRange™
Suppressor™

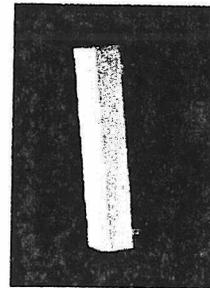
Electrical Specifications

Azimuth Beamwidth	65°
Elevation Beamwidth	16°
Elevation Sidelobes (Upper)	≤ 16 dB
Gain	12.0 dBi (14.1 dBi)
Polarization	Dual Linear (Sent ± 45°)
Port-to-Port Isolation	≥ 20 dB
Front-to-Back Ratio	≥ 25 dB
Electrical Downlink Options	0° 5° 10°
VSWR	1.25 Max
Connectors	2 Type N or 7-16 DIN (female)
Power Handling	500 Watts CW
Passive Intermodulation	≤ -150 dBc (2 x 20W) + 45 dBm)
Lightning Protection	Chassis Ground



Mechanical Specifications

Dimensions (L x W x D)	46 in x 12 in x 7 in (1219 cm x 305 cm x 178 cm)
Rated Wind Velocity	130 mph (209 kph)
Equivalent Flat Plate Area	4m² (37.7 ft²)
Front Wind Load @ 100 mph (161 kph)	116 lbs (525 N)
Side Wind Load @ 100 mph (161 kph)	69 lbs (308 N)
Weight (Without Mounting Kit)	16 lbs (8 kg)



Mounting Options

MTG-P00-10 MTG-S02-10 MTG-DXX-10* MTG-CXX-10* MTG-C02-10 MTG-TXX-10*

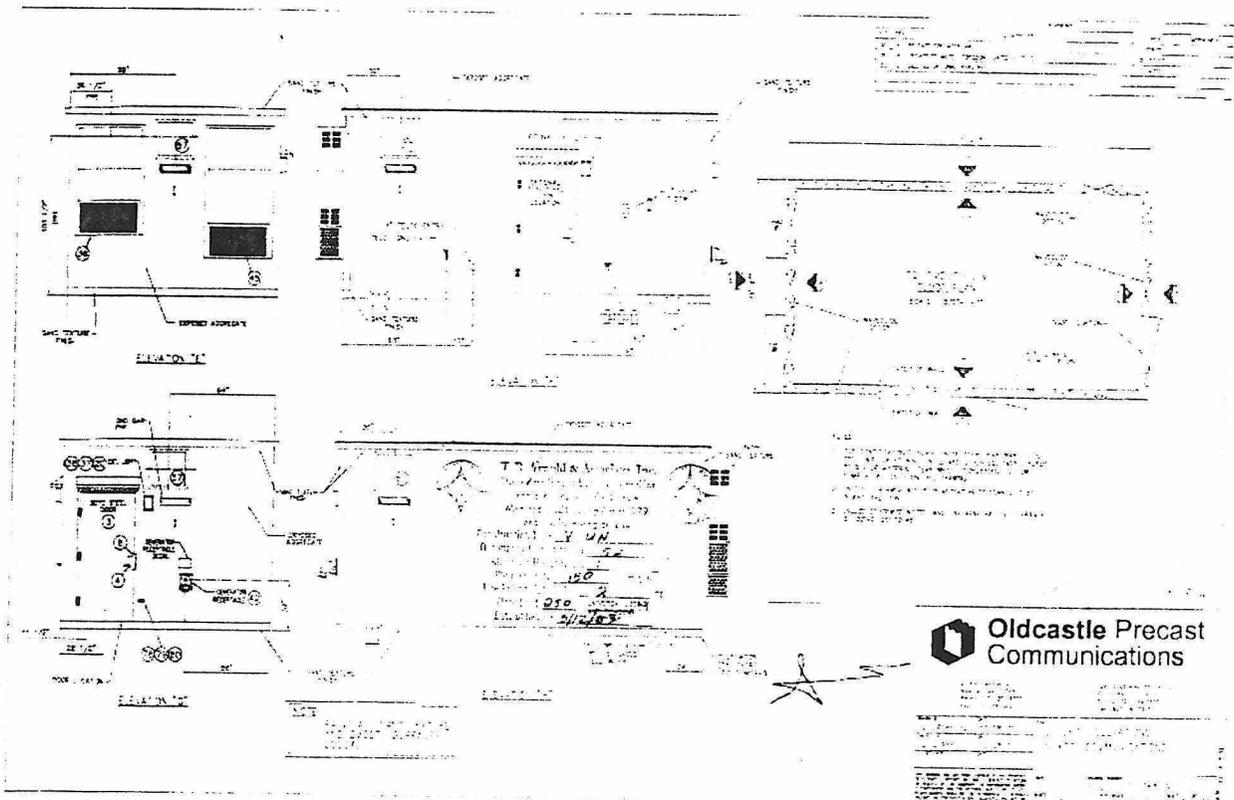


EXHIBIT F

BILL OF SALE

This Bill of Sale is pursuant to that certain Telecommunications Facility Land Lease Agreement (the "Agreement") entered into and effective as of _____, _____ by and between Nextel South Corp., a Georgia corporation ("LESSEE") and the Town of Lake Park, Florida, a municipal corporation ("LESSOR").

WHEREAS, pursuant to the Agreement, LESSOR granted LESSEE the right to install a communications tower ("the Tower"), provided that upon completion of the Tower installation, LESSEE shall convey to LESSOR the title to and ownership of the Tower, and

WHEREAS, the Tower has been erected and installed by LESSEE, pursuant to the Agreement, on land owned LESSOR and leased to LESSEE, in Palm Beach County, Florida as more particularly described in **Exhibit A** to the Agreement, and

WHEREAS, pursuant to the Agreement, LESSEE is executing this Bill of Sale in order to transfer and convey unto LESSOR, all of LESSEE's right, title and interest in and to the Tower; and LESSOR is executing this Bill of Sale to evidence LESSOR's acceptance of such transfer and conveyance subject to the terms and conditions set forth herein,

NOW THEREFORE, pursuant to the Agreement, LESSOR and LESSEE hereby agree as follows:

1. Effective upon full execution of this Bill of Sale, LESSEE shall hereby assign, convey and transfer unto LESSOR, all of LESSEE's right, title and interest in and to the Tower, and LESSOR shall hereby agree to and accept full and exclusive ownership of the same.
2. The parties further acknowledge and agree as follows:
 - a. The Tower was and is built, installed and erected in accordance with plans and specifications that were reviewed and accepted by LESSOR and LESSEE prior to commencement of installation;
 - b. The LESSEE warrants and represents that the Tower was built, installed and erected in a workmanlike manner and in accordance with acceptable industry standards;
 - c. The LESSEE warrants and represents that the Tower was built, installed and erected using materials routinely accepted within the industry for the purpose for which they were used;
 - d. LESSOR accepts title to and ownership of the Tower in its present "as is" and "where is" condition without warranty or representation as to the fitness of the Tower for a particular purpose;
 - e. LESSEE shall have no further responsibility for the lighting, maintenance, modification or repair of the Tower except for LESSEE's equipment and facilities on the Tower, and any damage to the Tower or required repairs to the Tower caused directly or indirectly, by the acts and/or omissions of the LESSEE, its agents, employees, or independent contractors; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms to be kept and performed by LESSEE and the LESSOR pursuant to the Agreement, LESSEE hereby assigns, and conveys all of its right, title and interest in and to the Tower to the LESSOR in its "AS IS" and "WHERE IS," condition, with no representation or warranty of any kind whatsoever, except as expressly stated herein and in the Agreement. This Bill of Sale is executed in compliance with the Agreement but does not in any way amend or supersede the Agreement.

IN WITNESS WHEREOF, this Bill of Sale is executed by and between:

LESSOR:

Town of Lake Park, Florida,
a municipal corporation

By: Paul Castro
Title: Mayor
Date: 1/4/07

LESSEE:

Nextel South Corp., a Georgia corporation

By: _____
Title: _____
Date: _____

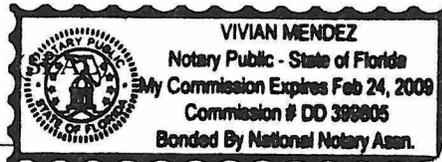
STATE OF FLORIDA

COUNTY OF PALM BEACH

On Jan. 4, 2007, before me, Vivian Mendez, Notary Public, personally appeared Paul Castro, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vivian Mendez
Notary Public
My commission expires: Feb. 24, 2009



STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

(SEAL)