AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call Commission Meeting
Monday, March 21, 2016, 6:00 PM,
Lake Park Town Hall
535 Park Avenue

James DuBois	**—**	**Mayor**
Kimberly Glas-Castro	**—**	**Vice-Mayor**
Erin T. Flaherty	**—**	**Commissioner**
Michael O'Rourke	**—**	**Commissioner**
Kathleen Rapoza	**—**	**Commissioner**
Anne Lynch	**—**	**Commissioner-Elect**
John O. D'Agostino	**—**	**Town Manager**
Thomas J. Baird, Esq.	**—**	**Town Attorney**
Vivian Mendez, CMC	**—**	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. RESOLUTION(S) - ACCEPTING ELECTION RESULTS

1. RESOLUTION No. 13-03-16 Accepting the Certified Results of the Municipal Election **Tab 1**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 15, 2016 FOR FOUR (4) COMMISSIONERS.

D. SWEARING IN CEREMONY:

2. Swearing in Ceremony for Commissioners Conducted by the Town Clerk **Tab 2**

E. 3. SELECTING A VICE-MAYOR: Tab 3

F. RESOLUTION:

4. Resolution No. 14-03-16 Designation of Signatories for Town Bank Accounts Tab 4

G. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

H. QUASI-JUDICIAL HEARING(S) – RESOLUTION:

******************OPEN PUBLIC HEARING ********************

5. Site Plan Application for a Proposed 125-foot Stealth "Yard Arm" Telecommunications Tower at the Lake Park Harbor Marina Tab 5

A. Staff Report
B. Public Comments
C. Commission Deliberation

******* CLOSE PUBLIC HEARINGS*******

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 6, 2016

RESOLUTION

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 21, 2016** **Agenda Item No.** Tab 1

Agenda Title: Resolution No. 13-03-16 Accepting the Certified Results from the March 15, 2016 General Municipal Election

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[X] OTHER: **Resolution**

Approved by Town Manager _____ **Date:** 3-9-16

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** • **Resolution** • **Certified Results from the Palm Beach County Supervisor of Elections**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background: The purpose of this Resolution is to accept the certified results from the March 15, 2016 General Municipal Election.

Recommended Motion: **I move to approve Resolution 13-03-16.**

RESOLUTION NO. 13-03-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 15, 2016 FOR COMMISSIONERS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Municipal Election for the offices of Commissioners of the Town of Lake Park was held on Tuesday, March 15, 2016; and

WHEREAS, the duly appointed and acting clerks and inspectors of the Town Election Board have made their canvass of ballots as required by law; and

WHEREAS, the Town Commission has received the Election Board's report of the results from the Municipal Election.

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

Section 1: Upon canvass of the election returns as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and accepts the Palm Beach County Supervisor of Election certification that a total of 1,171 electors voted and cast ballots in the Municipal Election held on March 15, 2016 as follows:

Commission:

Charles "Chuck" Hallden	99
Erin Flaherty	175
Kimberly Glas Castro	412
Anne Lynch	191
Michael O'Rourke	294

The Commission hereby declares that the candidates **Erin Flaherty; Kimberly Glas-Castro; Anne Lynch; Michael O'Rourke** received the greatest number of votes in accordance with the provisions of the Town Charter, and are hereby declared elected to the Office of Commissioner of the Town of Lake Park.

Section 2. The foregoing tabulation of the votes cast is hereby accepted as the results of the Municipal Election.

Section 3. The Town Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the entrance(s) of Town Hall.

Section 4. This Resolution shall take effect immediately upon adoption.

Delray Beach - Question 2

Completed Precincts	31 of 36	
Under Votes:	1,879	
Over Votes:	2	
YES	6,021	53.02%
NO	5,335	46.98%

Council District II - GREENACRES

Completed Precincts	16 of 16	
Under Votes:	738	
Over Votes:	1	
Peter Noble	3,036	59.99%
Toni Willey	2,025	40.01%

Council District III - GREENACRES

Completed Precincts	16 of 16	
Under Votes:	670	
Over Votes:	1	
Judy Dugo	3,410	66.48%
Bert Molow	1,719	33.52%

Council District IV - GREENACRES

Completed Precincts	16 of 16	
Under Votes:	758	
Over Votes:	1	
Jonathan Pearce	3,247	64.41%
Anderson Thelusme	1,794	35.59%

Mayor 3Yr - JUPITER

Completed Precincts	29 of 29	
Under Votes:	1,851	
Over Votes:	1	
Keats Soder	5,899	41.60%

Mayor 3Yr - JUPITER

Completed Precincts	29 of 29	
Under Votes:	1,851	
Over Votes:	1	
Todd Wodraska	8,280	58.40%

First District - JUPITER

Completed Precincts	29 of 29	
Under Votes:	2,652	
Over Votes:	2	
Mike Counts	5,509	41.18%
Jim Kuretski	7,868	58.82%

First District 1Yr JUPITER

Completed Precincts	29 of 29	
Under Votes:	1,909	
Over Votes:	4	
Karen J. Golonka	5,474	38.77%
Wayne R. Posner	6,045	42.82%
Carol Watson	2,599	18.41%

Second District - JUPITER

Completed Precincts	29 of 29	
Under Votes:	2,670	
Over Votes:	2	
Ron Delaney	7,116	53.27%
Ben Klug	6,243	46.73%

Commissioner - LAKE PARK

Completed Precincts	5 of 5	
Under Votes:	117	
Over Votes:	1	
Erin Flaherty	175	14.94%

Commissioner - LAKE PARK

Completed Precincts	5 of 5	
Under Votes:	117	
Over Votes:	1	
Kimberly Glas-Castro	412	35.18%
Charles "Chuck" Hallden	99	8.45%
Anne Lynch	191	16.31%
Michael O'Rourke	294	25.11%

Mayor - LAKE WORTH

Completed Precincts	12 of 17	
Under Votes:	232	
Over Votes:	1	
Gary L. Antieau	567	11.43%
Diane Jacques	1,255	25.29%
Pam Triolo	3,140	63.28%

Commissioner District #1 - LAKE WORTH

Completed Precincts	12 of 17	
Under Votes:	336	
Over Votes:	0	
Ryan J. Hartman	1,701	35.01%
Scott Maxwell	3,158	64.99%

Commissioner District #3 - LAKE WORTH

Completed Precincts	12 of 17	
Under Votes:	300	
Over Votes:	1	
Andy Amoroso	2,866	58.56%
Frank McAlonan	2,028	41.44%

SWEARING IN CEREMONY

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 21, 2016** **Agenda Item No.** Tab 2

Agenda Title: Swearing in Ceremony for Newly Elected Commissioners

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[X] OTHER: **Swearing-in-Ceremony**

Approved by Town Manager _____ **Date:** 3-9-16

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Oaths of Office**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *VM* or Not applicable in this case **Please initial one**.

Summary Explanation/Background: The attached Oaths of Office will be administered to each newly elected Commissioner by the Town Clerk.

Recommended Motion: No motion required

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, *Erin Flaherty*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

_____

Commissioner's Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this _____day of _____, 2016, by _____, who is personally known to me and who has taken the oath (above).

_____

Vivian Mendez
Notary Public, State of Florida

My commission expires:

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, *Kimberly Glas-Castro*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

_____
Commissioner's Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this _____day of _____, 2016, by _____, who is personally known to me and who has taken the oath (above).

_____
Vivian Mendez
Notary Public, State of Florida

My commission expires:

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, *Anne Lynch*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

_____

Commissioner's Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this _____day of _____, 2016,

by _____, who is personally known

to me and who has taken the oath (above).

_____

Vivian Mendez
Notary Public, State of Florida

My commission expires:

OATH OF OFFICE
For Commissioner
Town of Lake Park

I, *Michael O'Rourke*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

_____
Commissioner's Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to, and subscribed before me, this _____day of _____, 2016, by _____, who is personally known to me and who has taken the oath (above).

_____
Vivian Mendez
Notary Public, State of Florida

My commission expires:

SELECTING
A
VICE-MAYOR

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **March 21, 2016** **Agenda Item No.** Tab 3

Agenda Title: Selecting a Vice-Mayor

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[X] **OTHER: Selection of a Vice-Mayor**

Approved by Town Manager _____ **Date:** 3-9-16

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Town Code Article IX. Duties of Certain Town Officers.** **Ballot**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case ***VM*** **Please initial one.**

Summary Explanation/Background: The Lake Park Town Code states under Article IX Duties of Certain Town Officers in Section 1 – Duties of Certain Officers that "the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organization meeting after each election ..."

The purpose of this agenda item is to comply with the Town Code's provision that requires that the Commission elect a Vice-Mayor.

Recommended Motion: I move to election _____ as Vice-Mayor.

Section 1. - Duties of certain officers.

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

Editor's note— Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.

RESOLUTION

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 21, 2016 **Agenda Item No.** Tab 4 ~~16~~

Agenda Title: **Signature Resolution**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 3-1-16

Blake K. Rane BKR **Finance Director**
Name/Title

Originating Department: **FINANCE**	Costs: $ 450.00 Funding Source: Finance Department Budget Acct. # 150-51000 [X] Finance ____BKR_____	**Attachments:** Resolution 14-03-16
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case _BKR_ **Please initial one.**

Summary Explanation/Background:
Pursuant to Town Charter Section 2-222, this Resolution is required following a Commission election if: (1) the Commissioner designated as the Vice-Mayor is not reappointed to that position, or if (2) the Commissioner designated as the third signer is not reappointed to that responsibility. If either of these events occurs then it will necessary to adopt the attached Resolution to designate new authorized signatories for the Town's specified bank accounts.

Recommended Motion:
I move that we approve Resolution 14-03-16.

RESOLUTION NO. 14-03-16

A RESOLUTION OF THE TOWN OF COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING VICE MAYOR _____ AND COMMISSIONER _____ AS AUTHORIZED SIGNATORIES ON PNC BANK ACCOUNTS PAYABLE ACCOUNT #1201423864, PAYROLL ACCOUNT #1201624885; AND REVENUE ACCOUNT #1201634645, DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FAXSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTATION OF THIS RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE A CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTUTION NAMED HEREIN; AND PROVIDING FOR AND EFFECTIVE DATE.

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

Section 1. The following persons are hereby appointed as an authorized signatories on the following PNC Bank Accounts: Payable Account #1201423864, Payroll Account #1201624885, and Revenue Account # 1201634645:

Vice-Mayor _____

Commissioner _____

Section 2. All persons named herein or previously appointed as authorized signatories on said accounts are hereby directed to complete and execute signature cards, facsimile signature card, bank resolutions and/or other bank documents necessary to effect the implementation of this Resolution.

Section 3. The Town Clerk is hereby directed to provide a certified copy of this Resolution to the banking institution named herein.

Section 4. This Resolution shall become effective immediately upon adoption.

Public Hearing Quasi-Judicial

TAB 5

Town of Lake Park Town Commission
Special Call Meeting
Agenda Request Form

Meeting Date: March 21, 2016 **Agenda Item No.** Tab 5

Agenda Title: Site Plan Application for a proposed 125-foot Stealth "Yard Arm" Telecommunications Tower at the Lake Park Harbor Marina.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING (QUASI-JUDICIAL)
[ ] NEW BUSINESS
[ ] OTHER

Approved by Town Manager _____ **Date:** 3-11-16

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Application; Legal Ad & Certified Mail; Review Costs** Funding Source: **Applicant Escrow Account** Acct. **# 4861** [X] Finance _____	**Attachments:** ➔ **Staff Report; Review Letters; Public Notices & Ads** ➔ **Town Attorney Memos** ➔ **Lease Option Agreement and First Amendment** ➔ **RG Towers Application and Associated Documents** ➔ **P&Z Board (Draft) Meeting Minutes of February 1, 2016** ➔ **Public Comments and Associated Documentation**
Advertised: Date: **March 11, 2016** Paper: **Palm Beach Post** [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone__***ND*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background: PLEASE REFER TO THE STAFF REPORT.

Recommended Motion: Staff recommends denial. If the Town Commission entertains a motion to approve this item, Staff has made recommendations for conditions of approval in the enclosed Staff Report. If approved, a Resolution will then be prepared by the Town Attorney and presented to the Town Commission for final execution at the next regularly scheduled meeting.

STAFF REPORT;

REVIEW LETTERS;

AND COPIES OF PUBLIC NOTICES

AND ADVERTISEMENTS

DESCRIPTION: **Site Plan Application for a proposed 125-foot Stealth "Yard Arm" Telecommunications Tower at the Lake Park Harbor Marina**

REQUEST: In 2014, upon the recommendation of the then Town Manager, the Commission entered into a "Site with Lease Option Agreement" ("Lease") with T-Mobile. The Lease enabled T-Mobile to perform such studies and analysis as it determined necessary and at its option to submit an application to construct a telecommunications tower ("Tower") at the Lake Park Harbor Marina ("Marina"). Attached to the Lease was an exhibit which showed the proposed location, facilities, and landscaping to be associated with the site. T-Mobile assigned the Lease to RG Towers LLC ("Applicant"). The Applicant has exercised the option and submitted an application for a site plan (the Application). The area to be leased for a communications tower and associated equipment is legally described in the Lease ("Site"). The Site is generally located within the area of the Marina, adjacent to the existing dock space and office building. The Tower is referred to as a "stealth" tower because antennae or microwave dishes are not installed outside of the monopole structure. The Site measures 25 feet by 30 feet (750 square feet). The future land use designation of the Site is "Public Buildings and Grounds/Recreation and Open Space" and its zoning district is "Public."

PLANNING & ZONING BOARD (BOARD) ACTION: The BOARD initially considered the Application on January 4, 2016, but continued its hearing to February 1, 2016. The BOARD requested that the Applicant provide the following additional information:

(1) Additional view sheds of the proposed tower looking from the surrounding residential structures with a distance measurement (in feet) and the actual heights of the surrounding buildings. Namely, the 301 Lake Shore Drive building; 220 Lake Shore Drive building; and 302 Lake Shore Drive building.
→ The Applicant submitted a revised visual analysis addressing this comment which is part of this agenda item packet.

(2) Collocation efforts. Documented outreach efforts and analysis for all the towers located within the 1-1.5 mile range from the proposed location, as well as all surrounding structures, as to why a collocation is not feasible. → The Applicant submitted a revised competitive analysis partially addressing this comment which is part of this agenda item packet. The Applicant's Engineer states that the co-location on structures located within 1-1.5+ miles is not possible..

(3) Written responses to the conditions of approval and justifications as to why the Applicant is unwilling and unable to meet those conditions proposed by staff. → The Applicant responded to Staff's recommended conditions. Assuming the Commission votes to approve the Application, Staff included its recommended conditions as part of this report.

(4) Written statement that the Applicant would be willing to take down the flags at night; or compensate the Town (manpower) for doing so; if in fact flags requiring lighting are recommended. → While the Applicant did not submit a statement in writing, Ms. Holly Valdez and Mr. Josh Long, representatives for RG Towers, confirmed that they are willing to adhere to either scenario, depending on the Town's desire.

PLANNING & ZONING BOARD MEETING (February 1, 2016):

Upon the conclusion of the Board discussion, Vice-Chair Schneider (who is a professional Planner) stated he is not able to support the Tower Application. Vice Chairman Schneider stated that he was of the opinion, that the Application is not consistent with Town's Goal Statement 3.4.1 of the Future Land Use Element of the Comprehensive Plan which states the Town should ensure that the historic small Town character of Lake Park is maintained while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas. He also explained that the application is not consistent with Policy 5.1 which states that the Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources and protect these areas from physical degradation and the intrusion of incompatible uses. Vice-Chair Schneider continued that, based on the testimony of citizens who live in the area and who are familiar with the area's character, the Tower does not meet Town Code Section 74-65(6)(e), *Aesthetics*, as it does not blend into the natural setting and surrounding buildings; and although considered a stealth tower, the proposed Tower is too wide at the base and too tall to blend in to the low scale Marina and the surrounding residential neighborhood. The scale does not allow the Tower to realistically hide amongst the sailboat masts or a flag pole. Vice-Chair Schneider stated that his reading of the Lease Agreement indicates that it does not guarantee site plan approval.

P&Z BOARD RECOMMENDATION: Board Member Schneider recommended that the Commission deny the Tower application, and made the motion to do so. His motion was seconded by Board Member Lynch and approved 3-0, with Chairwoman Thomas (who was employed for many years as a professional Planner) also voting for the motion.

BACKGROUND INFORMATION

Applicant(s):	RG Towers LLC
Owner:	Town of Lake Park (See backup for Lease Option Agreement and First Amendment Documents)
Address:	105 Lake Shore Drive
Lot Size:	10.1675 acres
Existing Zoning:	Public
Existing Land Use:	Public Buildings and Grounds/Recreation and Open Space

Adjacent Zoning

North: Residential-1AA (Condominiums)
South: Residential Single-Family (Riviera Beach)
East: Intracoastal Waterway
West: Residential-2A (Condominium and Single-Family)

Adjacent Land Use

North: Condo Density
South: Low Density Residential (Riviera Beach)
East: Intracoastal Waterway
West: Commercial/Residential

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Future Land Use designation for the Lake Park Harbor Marina is Public Buildings and Grounds/Recreation and Open Space:

> *"Public Buildings and Grounds – Lands and structures that are owned, leased, or operated by a government entity such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment, with a maximum F.A.R. of 3.0. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held by publicly regulated utility. Public schools are a permitted use within this land use designation.*
>
> *Recreation and Open Space – Areas devoted to leisure time and outdoor recreational needs. The Recreation Overlay indicates areas that have been identified for potential future use as recreation and open Space..."*

Telecommunication towers are used to provide wireless or cellular telecommunication service for the general public. Cellular or wireless telecommunication carriers are privately owned entities, but are not regulated by the Florida Public Service Commission as are public utilities such as BellSouth and FPL. However, Staff believes that cellular or wireless telecommunications carriers serve a public purpose by providing the public with telecommunications and internet communication services similar to those provided by BellSouth (telephone) and FPL (internet through fiber optic). The Tower is proposed to be located within Parcel 2 of the Parcels which comprise the Marina. Parcel 2, unlike some of the other Parcels, does not contain a deed restriction limiting its use to public boat ramp purposes.

The Staff is of the opinion that the application is not consistent with the Town's Goal Statement 3.4.1 of the Future Land Use Element of the Comprehensive Plan. This Goal states the Town should ensure that the historic small Town character of Lake Park is maintained while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas. Staff is also of the opinion that the application is not consistent with Policy 5.1 which states that the Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources and protect these areas from physical degradation and the intrusion of incompatible uses. Finally Staff is of the opinion that a 125 foot monopole with an extensive base, even though designed as a yard arm with the idea of "blending in" to the nautical environment of the Marina, is inconsistent with the character of the Marina area and is not compatible with the surrounding residential land uses.

CONSISTENCY WITH THE TOWN'S LAND DEVELOPMENT REGULATIONS FOR TELECOMMUNICATIONS TOWERS

Article III of Chapter 74 addresses Wireless Telecommunications Towers and Antennae. Section 74-61 explains the purpose of Article III as being intended to accomplish the following: (1) Protect residential districts from potential adverse impacts of towers and antennae; (2) Encourage the location of towers in **non-residential** areas and to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; (3) Minimize the total number of towers throughout the community; (4) Strongly encourage the collocation on new and existing towers as a primary option rather than construction of additional single-use towers; (5) Encourage users of towers and antennae to configure them in a way that minimizes the adverse visual impact of the towers and antennae through careful design, siting, landscape screening, and **stealth technology;** (6) Facilitate the ability of the providers of telecommunications services to provide such services to the community through an efficient and timely application process; (7) Consider the public health and safety of telecommunications towers; (8) Avoid

potential damage to adjacent properties from tower failure through careful siting of tower structures. In order to accomplish these purposes, Section 74-61 (b) states:

> *"In furtherance of these goals, the Town shall give due consideration to the Town's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennae. The Town's small geographic size and compact, planned physical layout are unique among South Florida municipalities. The size and layout of the Town result in the close proximity of differing types of land uses which has the potential to create land use conflicts.* ***In order to protect the unique nature of the Town and avoid land use conflicts, the Town has enacted an article which takes that nature into account in determining separation distances, setback distances and permitting procedures for wireless telecommunication towers and antennae.****"*

The review criteria used, pursuant to the Town Code, includes the following:

(1) Permitted uses (Code Section 74-63) → Telecommunications facilities located on property owned, leased, or otherwise controlled by the Town provided that a license or lease authorizing a telecommunications facility has been approved by the Town Commission and that the requirements for indemnification and insurance have been met.

The Town entered into a Lease which is a requirement of Code Section 74-63(a)(1). In doing so, it also required Insurance and Subrogation and Indemnification. In reviewing this site plan application, the Town's insurance broker and consultant, Gehring Group determined: ***"The insurance liability limits in the agreement fall within the Town's minimum requirements. The requirement of a waiver of subrogation is also a well-reasoned inclusion. They will be required to send a technician to exact repairs from time to time. This technician will have to be on Lake Park property in order to complete his/her appointed repairs on the Tower. The Town needs to be certain that the tenant maintains an active workers' compensation policy in case their technicians should injure themselves in the course of those repairs while on Lake Park property. We do not see any language in the insurance section of the agreement referring to a workers' compensation. Therefore, we would recommend adding a requirement for evidence of workers' compensation insurance, also to include a waiver of subrogation."***
This additional requirement is being proposed as a condition of approval.

(2) Health Impacts → Certain Town residents and members of the public have submitted a substantial amount of information related to the health impacts of cell towers. They submitted these for the Town Commission's consideration. The Applicant previously submitted documentation, which is also part of this agenda packet, highlighting to staff that the Telecommunications Act of 1996 pre-empts the Town from using this as a basis of denial.

(3) Additional (future) ground space/equipment area → The Lease provides land for a 125 foot tower. The Lease permits up to four co-locators. However, at present only two cellular providers are accounted for in the 750 square feet of ground space. Assuming the use of the tower is expanded to provide for 4 co-locators, additional ground space will be needed to support the facilities associated with the additional co-locators. Staff initially recommended that the Applicant provide details regarding the additional ground space which may be required for each additional co-locator to ensure there is sufficient room to expand on the site without impacting the retention area. The Applicant initially resisted this request, stating that it would not provide these details until it proposes to include up to an additional two co-locators at the Site. However, the Applicant has now submitted revised Sheets C-1 and C-2 showing the expansion of the Site to accommodate up to two additional co-locators.

Given the Staff recommendation of denial because of the aesthetics and compatibility concerns with the open space/park and residential character of the area, the addition of two more co-locators would increase the footprint and thus increase the incompatible use on the Site.

(4) Visual Impacts/Aesthetics → The antennas for cellular providers are generally attached to the monopole. The proposed Tower is a monopole with a "yard arm". This design was believed to be a means of having the 125 foot monopole be an appropriate design because it would "fit in" with the nautical theme of a Marina. While the Yard Arm might provide some "mitigation", the visual impact created by a 125 foot yard arm still creates visual impacts for the surrounding area, including the nearby residential units. The Applicant has submitted graphics and photographs showing the line of sight/view sheds/view corridors in each direction (east/west/north/south) with additional details from the original submittal which have been made part this agenda packet. The Town's former Marina Director, Mr. Jonathan Luscomb, provided some written comments regarding the aesthetics of the Yard Arm Tower. These comments are included in a proposed condition of approval. Mr. Luscomb recommends a different design, and a better placement of the Yard Arm and the gaff so as to replicate certain structures similar to the New York Yacht Club at the Harbor Court, Newport, Rhode Island. Additionally, he recommended consideration of a Lake Park Marina Burgee at the top of the mast. **Should the Commission choose to approve the application, Staff recommends that Mr. Luscomb's recommendations be included as staff's recommended condition of approval (#7).**

Despite the Yard Arm features of the Tower, Staff has concluded that the proposed Tower is out of character with the natural park-like setting of the Marina, and that the Tower is incompatible with the park, open space and residential character of this specific Marina area of the Town. The base of the proposed tower is extremely wide and gives the appearance of an industrial structure. Moreover, the height of the Tower is such that it is out of character and incompatible with the low scale features of the Marina itself and the buildings of the surrounding residential neighborhood since it is a large, unarticulated pole with a massive base. Furthermore, the scale of the monopole is not a reasonable comparison to the masts of the sailboats in the Marina. While sailboat masts are attached to yachts and smaller sailing vessels, the Tower is simply a large, unarticulated pole with a massive base.

(5) Landscaping/Irrigation/Fencing surrounding proposed ground space → The Town's consulting Landscape Architect has determined that the landscape and irrigation plans submitted by the Applicant meet the Town's *minimum* requirements, Nevertheless, because of the proximity of the tower to residential units and the Marina, the Landscape Architect had recommended that the Applicant add additional **plantings in an attempt to make the Tower more compatible with the surrounding residential and public park, opens space, and Marina) areas. Staff originally recommended a condition requiring the Applicant to submit revised plans to show additional plantings. At its January 4, 2016, the P&Z Board agreed with Staff and recommended that the Applicant modify the trees to include fuller, taller trees in an attempt to meet the recommended changes per the Town's consulting Landscape Architect. In response to this request, the Applicant has provided some Gumbo Limbo trees which were deemed acceptable by the P&Z Board pursuant to the Town's consulting Landscape Architect's recommendations.**

The Applicant's plans show an eight foot wood fence surrounding the Site. However, to improve the aesthetics of the Site, Staff recommends the Applicant revise its plans to show an eight foot decorative fence made out of a different material with added decorative features. If the Commission is inclined to approve the Application, then Staff recommends that a condition be included to require that prior to the issuance of any Town permits, the Applicant submit revised plans to show a decorative fence instead of the plain 8-foot wood fence.

The Applicant is required to screen the equipment area associated with the Tower from public view (i.e. from an Urban Comfort level identified by a 6-foot tall person standing alongside the area at street level). The Applicant's plans show the perimeter landscaping outside of the leased area. Although the Applicant insists that landscaping outside of the leased area was verbally approved by the previous Town Manager, the Town Attorney has opined that the Town Manager did not have the authority to approve the location of the landscaping outside of the leased area. Rather, the landscaping associated with the Tower is subject to site plan review and the approval of the Commission. The Town Attorney notes that the Lease does not provide the Applicant with any legally authorized use of property other than the "leased area" as legally described and incorporated into the Lease. Consequently, **if the Commission is inclined to approve the application, Staff recommends a condition requiring that prior to the issuance of any Town permits, the Applicant revise its site and landscaping plans to show the perimeter landscaping within the leased area.**

Finally, the Lease provides that utilities are to be provided at the Tenant's expense, and that the Tenant shall, whenever practicable, install separate meters for utilities used on the Premises. **If approved, Staff recommends a condition which requires that prior to the issuance of any Town permits, the Applicant provide for a separate meter from Seacoast Utilities.**

(6) Tower Maintenance and Access → In an attempt to ensure necessary access, a 12 foot non-exclusive access easement and a 5 foot non-exclusive utility easement are shown on the plans submitted by the Applicant. When repair work is needed for the Tower, the existing parking areas at the Marina will be utilized since these are public parking spaces therefore a parking issue is not presented. To ensure the Town is covered liability-wise, the Town Code also requires a security fund from which the Town can deduct fines and penalties for any future noncompliance with any of the Town Codes, or should the Town need to remove any equipment, antenna or tower due to abandonment. The amount for the tower as set by Code is $25,000. **If the Commission is inclined to approve the Application, Staff recommends the inclusion of a condition which requires that prior to the issuance of any Town permits, the Applicant provide a Letter of Credit in the amount of $25,000. The Letter of Credit shall be subject to the review and approval of the Town Attorney.**

(7) Setbacks for Towers → The Town Code Section 74-65(8) requires a minimum setback of 137.5 feet from the Site's property lines (i.e. 110% of 125 feet). The applicant's plans meet these setbacks by providing 330 feet to the north; 167 feet to the east; 574 feet to the south; and 205 feet to the west, and are shown in the plans by sheet C-1.

(8) Height [Code Section 74-65(7)] → A tower with a height between 120 – 150 feet is identified in the Town Code as having a potential for more than three users. ***The Application is within these standards, as the Applicant has proposed a 125 foot tower with up to four users.***

(9) Lighting → The Applicant's Tower design includes Yard Arms that can accommodate flags. The Commission should address whether or not flags should be flown from the Yard Arms. If so, then appropriate lighting and flag protocol must be employed. **If the Commission is inclined to approve the Application, Staff recommends a condition which provides that prior to the issuance of any Town permits, the Applicant shall submit a photometric plan showing the lighting to be provided for the flags. The condition should also provide that the Applicant shall be perpetually responsible for the maintenance of the lighting and flags.**

(10) Signage → Given the nature of the equipment area, warning signs must be placed at ground level surrounding the equipment area of the Site. The warning signs the Applicant proposes to provide are shown on plan sheet C-6.

(11) Revenue → The Lease provides that the Town is to receive $2,950 monthly, plus a 50% revenue split for co-locators and an annual 3% escalator. Thus, the Town would be expected to annually receive a base of $35,400. If there are co-locators, the Lease provides that the Town would receive 50% of the amount of rent collected from each co-locator. The revenue received from co-locators would increase 3% per year.

(12) Availability of Other Existing Tower locations/Collocations Efforts → The Applicant has submitted a study from an Engineer which reviews existing tower locations in the general vicinity of its proposed Tower together with cellular service "coverage maps." This information has been included with this agenda packet.

SITE PLAN CRITERIA

Since the Town is a master planned community, which has been substantially built out in accordance with the master plan, the Town Code does not include specific site plan criteria to be used in evaluating the development of individual parcels within the original Kelsey City Plat. However, to ensure that the public's health, safety and general welfare is adequately addressed, Staff has evaluated the Application based upon some general site planning principals.

(1) Is the proposed development compatible with the established or proposed character of the area
The residential buildings to the north are approximately 90 feet tall (based on their 8 stories and assuming approximately 11 feet per story). The buildings to the west are approximately 25 feet tall (2 stories). The Tower is a 125 foot monopole. The diameter of a monopole does not, in any way resemble a building, nor is it in keeping with the form of the residential condominiums in the general vicinity of the Site. Moreover, the Tower's inclusion of a yard arm contributes very little to "fitting in" with the Marina. The character of the surrounding area is predominately multi-family residential, a Marina, with a public park recreation and open space usage. Staff has concluded that the Application is not consistent with the Town's Goal Statement 3.4.1 of the Future Land Use Element of the Comprehensive Plan. This Goal states that the Town should ensure that the historic small Town character of Lake Park is maintained while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas; and also Policy 5.1 which states that the Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources and protect these areas from physical degradation and the intrusion of incompatible uses. Staff is of the opinion that a monopole cellular tower with an extensive base, even with the inclusion of a yard arm, is not consistent with this Goal of the Comprehensive Plan.

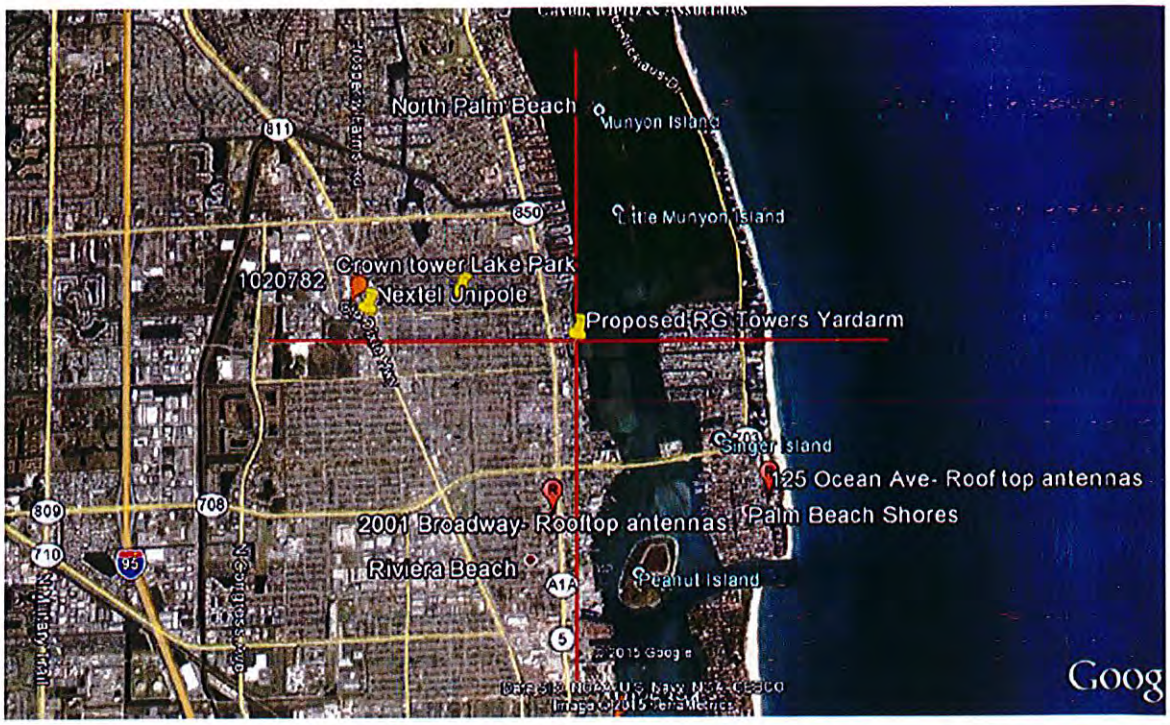
(2) The proposed development would not be a deterrent to the improvement or development of adjacent property in accord with existing regulations → ***The erection of a Tower upon the Site would be detrimental to the Town's mixed-use initiative to the extent its presence would discourage the redevelopment of properties along Federal Highway. The Tower may also be a deterrent to the Town's continuing efforts to increase occupancy at the Marina. The Tower is generally not compatible with the adjacent uses of residential, Marina, public park and open space.***

(3) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks → ***The Tower will remove open space in the vicinity of the Marina and replace it with 125-foot monopole with an extensive base, along with signage that identifies the area as being potentially dangerous. Such a use is inconsistent with the current recreational/park, open space and residential character of the immediate area.***

****See APPLICANT documentation tab in this agenda packet for their updated Propagation Analysis****

APPLICANT ENGINEERING FEASIBILITY REPORT

Lake Park Competitive Analysis



Reg Number	Tower Owner	Distance	Height	Tower Type	Carriers	Address	Comments
Unregistered	Nextel Corp South	1.37 mi	150'	Unipole	unknown	640 Old Dixie Highway, Lake Park FL	Decommissioned per Lake Park Attorney
1020782	SpectraSite Communications, LLC. through American Towers, LLC	1.46 miles	482	Self-Support Tower	1 or 2	1115 Old Dixie Hwy (302758) W. Palm Beach, FL	Provides strong indoor coverage levels for approximately one mile at which point service levels start to become inadequate
unregistered	Crown Castle	0.82 mile	125'	Monopole	1	535 Park Avenue, Lake Park, FL 33403	This non stealth unregistered monopole is .8 miles West of the Marina and the site will not adequately solve low signal areas

Lake Park Competitive Analysis

Rooftop	T-Mobile	1.04 miles		Roof top antennas	1	2001 Broadway, Riviera Beach FL	This rooftop antenna installation works well for approximately three quarters of a mile but the signal strength has dropped off significantly by E/W 28th ST
Rooftop	T-Mobile	1.56 miles		Roof top antennas	1	125 Ocean Ave, Palm Beach Shores FL	This rooftop facility provides good levels to the vicinity but levels across the water to the west are too weak for reliable service.

NOTICING

Per the Town Code and Statutory requirements, the item was advertised for the Planning & Zoning Board meeting of January 4, 2016 meeting in the Palm Beach Post on December 24, 2015 and certified letters were mailed to all property owners within 300 feet on December 22, 2015. Subsequently, the Special Call Town Commission Meeting was advertised in the Palm Beach Post on March 11, 2016 and certified letters were mailed to all property owners within 300 feet on March 11, 2016. Copies of advertisements and notices are enclosed with this agenda item*

STAFF RECOMMENDATION

According to Town Code Section 74-64(d), the denial of a tower application must be supported by written evidence. This report, if relied upon by the Town Commission, would meet the requirement of the Code. In sum, Staff has determined that the application is not consistent with the Town's Comprehensive Plan and, on balance does not meet Article III of Chapter 64 of the Code. **Staff recommends the Town Commission DENY the application.**

IF THE TOWN COMMISSION recommends APPROVAL, Staff recommends that the following conditions:

(1) Site Plan, Compound Plan, Notes Plan, Elevations Plans, Wood Fence Details Plan, Trench Details Plan, referenced as Sheets C-1 through C-7; and Electrical Plans referenced as Sheets E-1 through E-6; Landscaping Plan references as Sheet L-1; and Irrigation Plan referenced as Sheet IR-1; ALL prepared by Michael Phillips, Registered Engineer and Jason Rinard, Landscape Architect, of Caltrop Telecom, signed and sealed November 18, 2015 (January 14, 2016 C-1, C-2, L-1 and IR-1) and received by the Department of Community Development on November 25, 2015 (January 19, 2016 for C-1, C-2, L-1 and IR-1).

(2) Insurance liability limits. Prior to the issuance of any Town permits and since the tower will require technicians to be on Lake Park property in order to complete his/her appointed repairs on the Tower, the

Town needs to be certain that the tenant maintains an active workers' compensation policy in case their technicians should injure themselves in the course of those repairs while on Lake Park property. Workers' compensation insurance, including a waiver of subrogation should be included on the insurance certificate.

(3) Prior to the issuance of any Town permits, the Applicant shall submit revised plans to show a decorative fence instead of the plain 8-foot wood fence.

(4) Prior to the issuance of any Town permits, the Applicant revise its site and landscaping plans to show the perimeter landscaping within the leased area and provide for a separate meter from Seacoast Utilities.

(5) Prior to the issuance of any Town permits, the Applicant shall provide a Letter of Credit in the amount of $25,000. The Letter of Credit shall be subject to the review and approval of the Town Attorney. Cost estimates for construction and restoration should accompany the LOC since the amount on the LOC will need to be 110% of these values.

(6) Prior to the issuance of any Town permits, the Applicant shall submit a photometric plan showing the lighting to be provided for the flags. The Applicant shall be perpetually responsible for the maintenance of the lighting and flags.

Pursuant to the former Marina Director recommen-dation.

(7) Prior to the issuance of any Town Permit, the design of the yard arm shall be modified so as to position the yard arm and gaff correctly, similar to the New York Yacht Club at the Harbor Court, Newport, Rhode Island. The Lake Park Burgee should be flown from the top of the mast and the Tower owner shall be responsible for its perpetual maintenance and replacement.

(8) **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

SIMMONS&WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

December 10, 2015

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Attention: Ms. Nadia DiTommaso

Reference: **3rd Comments Letter**
Stealth Cell Phone Tower
Town of Lake Park, Florida

Dear Ms. DiTommaso:

I have received the Applicant's Responses (AR) dated November 19, 2015 to my comments of August 21, 2015 for the above referenced project and have the following responses below (S&W):

2. **The structural engineering review performed by Warren Von Werne on behalf of the Town of Lake Park appears to have addressed the base pole. I did not see any foundation design, and Sheet S1 calls out "foundation by others". The foundation design should be submitted for review and approval by the Town Structural consultant. It is likely that the foundation will require dewatering, and a Dewatering Permit from South Florida Water Management District may be required.**

   AR: This project will require a geotechnical report which is in progress at the time of this response and therefore, RG Towers, LLC requests permission to submit the foundation design once the report has been completed but before the permit will be issued.

   S&W: The foundation design should be submitted to the Town for review and approval prior to Site Plan approval.

   AR: Foundation Design is hereby submitted for review.

Simmons & White, Inc
2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

S&W: The foundation design has been submitted to Warren Von Werne for structural review. Mr. Von Werne's approval (or comments) will be forwarded to the Town upon receipt.

3. **Additional engineering plans and details should be provided for utility installation and pavement restoration where the existing parking lot is proposed to be cut open for service to the tower.**

AR: Please see construction notes on C-5.

S&W: The full 17-sheet set of plans has been reviewed from a "civil engineering standpoint". See additional comments below.

AR: Addressed – C-5

S&W: Satisfied

The following additional comments are provided below:

Sheet T2-Notes

1. As per Note 4(1), provide location and details of contractor's construction staging area for Town review and approval. As per Note 10(1) and (2), the Town will require the restoration of areas disturbed during construction to existing or better condition (including resodding).

   AR: Revision has been made – T-2.

   S&W: Satisfied

Sheet C2 – Compound Plan

1. Landscape material is graphically represented to be constructed within the 5' wide utility easement leading to the compound. This landscaping appears in conflict with proposed utilities (UGP & UGT) shown on Sheet E3 Utility Routing Site Plan.

AR: Addressed

S&W: Satsified

Sheet C5 – Trench Detail

1. The requested pavement restoration detail for the Marina parking lot utility open-cut appears more applicable to a County Thoroughfare Roadway and has numerous notes and specifications that are not applicable. Revise the detail to be applicable to the Town of Lake Park parking lot. It is suggested that Note 2(2) be revised from '16" minimum base material over ditch' to 'twice the thickness of the original base or 12" minimum, whichever is greater'.

   AR: Revision has been made.

   S&W: Satisfied

Sheet C7 – Compound Detail

1. The Applicant should provide a topographic survey of existing grades in the affected area and provide proposed grades for review and approval. Based on the extent of the existing depressed retention area to be filled and the associated loss of retention volume (if any), compensating storage may be required.

   AR: Revision has been made.

   S&W: Satisfied

Sheets E-1 through E-6

1. No civil engineering review performed/no comments with the exception of Sheet E3: The landscape material appears to be graphically represented to be constructed within the 5' wide utility easement in conflict with proposed utilities (UGP & UGT).

   AR: Revision has been made.

S&W: Satisfied

Sheets L1 & L2

1. No comments with the exception of the landscape material/underground utility conflicts noted above.

   AR: Addressed

   S&W: Satisfied

Additional Comments

1. Due to the proposed work being performed on Town of Lake Park property, it is suggested that the Town require a certified Engineer's Cost Estimate for the applicable construction and restoration work, and require the Applicant to post surety in the amount of 110% of the estimated costs.

If you have any questions, please call. An invoice for our services is attached.

Sincerely,

SIMMONS & WHITE, INC.

Robert F. Rennebaum, P.E.

RFR/sa x:/docs/miscltr/Rennebaum/15017.ditommasoIII

WARREN J. VON WERNE, P.E., INC.
Consultant Structural Engineers

December 11, 2015

Town of Lake Park
Community Development Department
535 Park Ave.
Lake Park, FL 33403

Attn: Nadia Di Tommaso
Community Development Director

Re: Lake Park Marina Base Pole – SFL13
105 Lake Shore Drive
Lake Park, FL

(and later updated)

We have reviewed the submittal including the base pole calculations from Vector Engineers dated February 6, 2015. The submittal was signed and sealed by the engineer responsible for the base pole.

Per our review, the design and calculations submitted for the base pole meet the requirements of the 2014 Florida Building Code. However, the calculations list the 2010 Florida Building Code as the code of reference. The calculations should be revised to indicate the current 2014 Florida Building code. No other changes are required.

Our review is based solely on the information provided to us by your office. No material testing of any kind was performed.

If you have any questions or need any additional information, please contact this office.

Warren J. Von Werne, P.E.
President
Warren J. Von Werne, P.E., Inc.
P.E. # 56989

11388 Okeechobee Blvd., • Suite B-101 • Ph: 561.795.1818
Royal Palm Beach, FL • 33411 Fax: 561.795.1883

Jon E. Schmidt and Associates
Land Planning and Landscape Architecture

December 22, 2015

Nadia DiTommaso
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Landscape Review of **RGT**, Lake Park, FL (JES No. 612.18)

We have received and reviewed the plans stamped by Community Development on November 20, 2015. I find that the review is satisfactory with the following Conditions of Approval:

Landscape Conditions:

A. Applicant shall upgrade the proposed landscape to incorporate material that exists within the surrounding area. The proposed materials should include:

   1. Under-planting material to include seagrape and saw palmetto and/or other existing material types that blend planting beds north of the proposed lease area.

   2. Planting design shall take into account the existing bed lines and incorporate into an overall design which compliments the park.

   3. Canopy palm trees to include Royal Palms, clusters of Coconut Palms or Gumbo Limbo.

   4. Materials to be a size that exceeds code and matches the existing size, spacing and height.

   5. Design to be reviewed and approved by Town Staff.

Please feel free to contact my office if you have any questions or require any additional information. Thank you.

Best Regards,

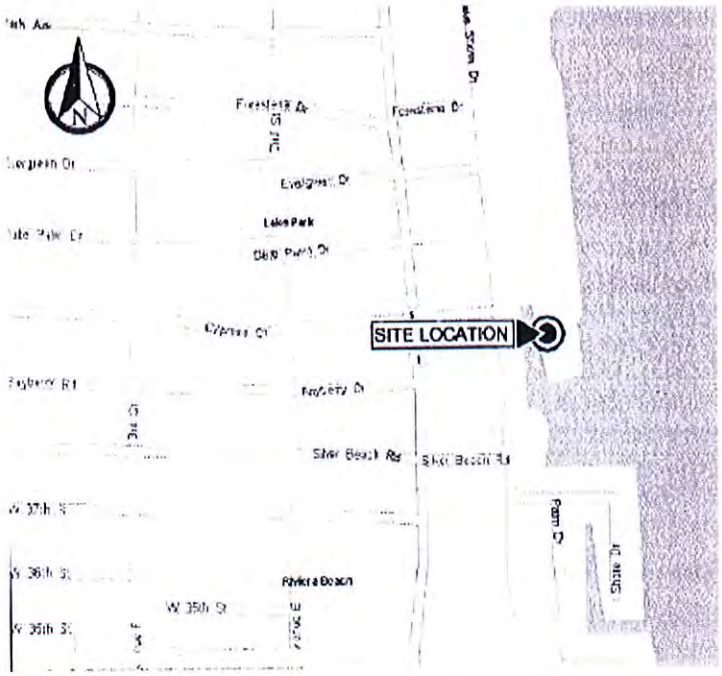
Jon E. Schmidt
President
LA00001638

Town of Lake Park
Community Development Department

Certified Mail – *You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.*

December 22, 2015

Re: RG Towers – Proposed Stealth Tower at the Lake Park Harbor Marina



Dear Property Owner:

Please be advised that RG Towers has submitted an application to the Town of Lake Park pursuant to their previously approved Lease Option Agreement, to install a 125 foot stealth tower at the Lake Park Harbor Marina.

The **Planning and Zoning Board** will conduct a public hearing to consider this application on **Monday, January 4, 2016 at 7:00 p.m.**

The item will also tentatively be heard by the **Town Commission** on **Wednesday, February 3, 2016 at 6:30 p.m.**, or as soon thereafter as can be heard.

Both hearings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. If you have any questions, or would like to inspect any records related to this proposal, please do not hesitate to visit us Monday through Friday, 8:30am-5:00pm, or call the Community Development Department at (561) 881-3319.

Sincerely,

Nadia Di Tommaso
Community Development Director

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: nditommaso@lakeparkflorida.gov

NOTICE OF PUBLIC HEARING
Town of Lake Park

Please take notice and be advised that the Planning & Zoning Board will hold a public hearing on **Monday, January 4, 2016, at 7:00 p.m., or as soon thereafter as can be heard**, in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, for a Site Plan Review Application submitted by RG Towers for a proposed 125 foot stealth telecommunications tower at the Lake Park Harbor Marina. The Site is generally located east of Lake Shore Drive and north of Silver Beach Road in the Town of Lake Park, FL. Depending on the outcome of the Planning & Zoning Board meeting, the item will also be heard by the Town Commission of the Town of Lake Park **Wednesday, February 3, 2016 at 6:30 p.m., or as soon thereafter as can be heard** in the Lake Park Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

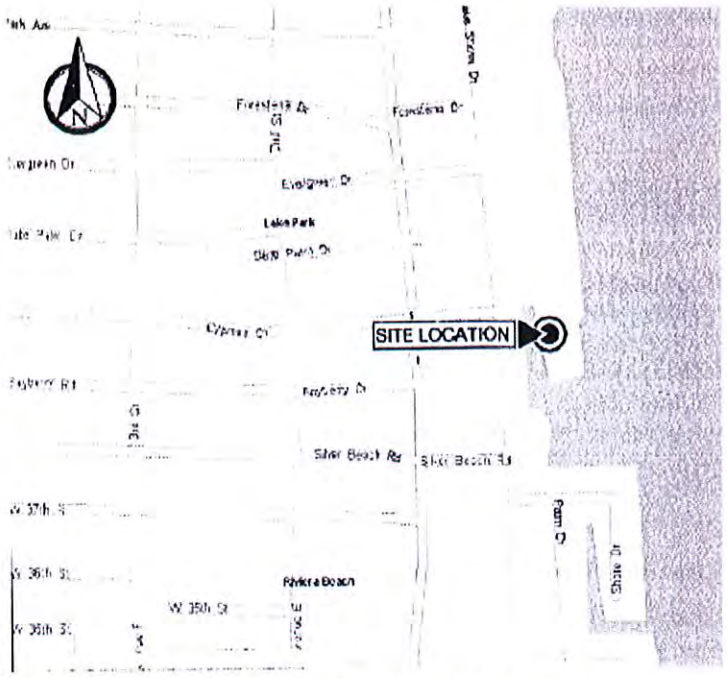
Town Clerk: Vivian Mendez
PUB: The Palm Beach Post – Thursday, December 24, 2015

Town of Lake Park
Community Development Department

Certified Mail – *You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.*

March 11, 2016

Re: RG Towers – Proposed Stealth Telecommunications Tower at the Lake Park Harbor Marina



Dear Property Owner:

Please be advised that RG Towers has submitted a site plan application to the Town of Lake Park to install a 125 foot stealth telecommunications tower at the Lake Park Harbor Marina property (105 Lake Shore Drive).

The Planning and Zoning Board heard this matter at their January 4, 2016 and February 1, 2016 meetings. The **TOWN COMMISSION** will conduct a quasi-judicial public hearing to consider this application on **Monday, March 21, 2016 at 6:00 p.m., or as soon thereafter as can be heard at a Special Call Town Commission Meeting.**

The hearing will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. If you have any questions, or would like to inspect any records related to this proposal, please do not hesitate to visit us Monday through Friday, 8:30am-5:00pm, or call the Community Development Department at (561) 881-3319.

Sincerely,

Nadia Di Tommaso
Community Development Director

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: nditommaso@lakeparkflorida.gov

NOTICE OF PUBLIC HEARING
Town of Lake Park, FL

Please take notice and be advised that the Town Commission will hold a quasi-judicial public hearing at a Special Call Meeting on **Monday, March 21, 2016, at 6:00 p.m., or as soon thereafter as can be heard**, in the Commission Chambers located at Town Hall, 535 Park Avenue, Lake Park, Florida, for a Site Plan Review Application submitted by RG Towers for a proposed 125 foot stealth telecommunications tower at the Lake Park Harbor Marina (105 Lake Shore Drive, Lake Park, Florida, 33403). The Site is generally located east of Lake Shore Drive and north of Silver Beach Road in the Town of Lake Park, FL. Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez
PUB: The Palm Beach Post – Friday, March 11, 2016

TOWN ATTORNEY MEMOS REGARDING

LANDSCAPING; UTILITIES; AND TELEPHONIC TESTIMONY

JONES FOSTER
JOHNSTON & STUBBS, P.A.

Thomas J. Baird
Florida Bar Board Certified
City, County and Local Government Attorney
561-650-8233
Fax: 561-650-5300
tbaird@jonesfoster.com

November 18, 2015

VIA ELECTRONIC MAIL: jlittle@gunster.com

John M. Little, III
Gunster
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

Re: Lake Park/RG Towers

Dear Mr. Little:

I am responding to your email correspondence of November 16, 2015, I reviewed the Site Lease with Option Agreement (Lease Option) and discussed the issues you raised with Nadia. Based on your email there appear to be two issues:

1. Landscaping
   RG Towers contends that the Town agreed that the landscaping which is required to buffer the tower facilities from surrounding properties would be placed outside the leased area on the Town's property. The leased area is described in Exhibits to the Lease Option. Exhibit A legally describes the area subject to the Lease Option, Exhibit B is a drawing showing the placement of the facilities and the landscaping to buffer these facilities. Exhibit B indicates that landscaping to the north and east are within the leased premises. However, it shows that the landscaping to the west will be located on the Town's "Grass Area" between the leased premises and a large existing tree.

2. Utilities
   With respect to utilities the Lease Option provides that utilities are to be provided at the Tenant's expense, and that the Tenant shall, whenever practicable, install separate meters for utilities used on the Premises.

I recognize that the former Town Manager may have made statements which your client believe represented an "agreement" with the Town regarding these two issues. However, even assuming these were verbal "promises" of the Town, they appear to contradict the written terms of the Lease Option. Section 18 of the Lease Option provides that any amendments to the Lease Option shall be in writing. Therefore, it appears the community development staff's position is accurate.

Very truly yours,

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

By_____
Thomas J. Baird

Cc: Nadia DiTommaso, Community Development Director

JONESFOSTER
JOHNSTON & STUBBS, P.A.

Memo

To: John D'Agostino, Town Manager
From: Thomas J. Baird
Date: March 10, 2016
Subject: Expert testimony by telephone
Cc: Nadia DiTommaso

You have requested an opinion regarding whether an expert witness from Colorado may testify at a quasi-judicial hearing in Lake Park, Florida. The issues, and hence the basis of my recommendation is as follows:

Despite a broad search of the law as applied to quasi-judicial hearings, I have not found any authority which supports the theory that the telephonic testimony of an out of state expert witness, or for that matter, an in-state expert witness is permissible.

In administrative law or court proceedings, the remote testimony of an expert witness is admissible; however, this testimony is permitted only where the deposition of an expert or other witness has been recorded in a deposition given **before** the hearing. During the deposition the expert would recite his opinions, and the basis for his opinions. Counsel for any of the other parties in the proceeding would then be permitted to cross examine the expert, as to his qualifications to testify as an expert, his opinions and the basis of these opinions. Before the deposition is read into the record at the administrative law or court hearing, any objections to the testimony, including whether or not the witness is qualified to testify as an expert would be resolved by a Judge. The quasi-judicial process and the manner in which quasi-judicial proceedings are conducted do not provide the same safeguards. Because of this, permitting an out of state "expert" to testify telephonically may lead to a due process challenge from one of the other parties in the proceeding.

The standard applied in the conduct of quasi-judicial hearings regarding code enforcement hearings is set forth in § 162.07, Fla. Stat. All testimony must be under oath. Although an out of state expert could be sworn in over the telephone at the location in which he is providing testimony, and cross examined, this process would be, at best, cumbersome, and possibly unreliable. For example, because the oath is administered remotely there is no way of knowing the identity of the person administering the oath, or for that matter the identity of the person taking the oath. Similarly, because the witness who is testifying cannot be seen by those questioning him, including the Commission, the actual identity of the witness is unknown. These factors give rise to legal issues of authenticity and credibility that could form the basis of due process arguments on appeal. Accordingly, to the extent that the expert's telephonic testimony is relied upon by the Commission, it could jeopardize the Commission's decision, if appealed, whether that

decision is for approval or denial of the RG Towers application. This is so because the standard of review of the Commission's decision on appeal is: 1) Was due process afforded by the Town; 2) Was there **competent** substantial testimony to support the decision, and did the Commission's decision comply with the essential requirements of law? (The third criteria, essential requirements of law is often equated with due process.) It has been my experience that the most likely basis for over-turning a quasi-judicial body's decision on appeal has been because a court finds that an applicant did not receive due process. Because of the potential due process issues described above (and potentially others) related to the out of state telephonic testimony of an expert, I do not recommend that the Commission permit telephonic testimony.

The "safer" approach would be for the expert to submit a written report through his client, in this case, the Intervener. The Intervener would then, as part of its case, present the report to the Commission "for the record" at the quasi-judicial proceeding While such a report would be "hearsay testimony", it nonetheless is admissible in a quasi-judicial proceeding and may be relied upon by the Commission.

SITE WITH LEASE OPTION AGREEMENT (RESOLUTION 10-04-14) AND FIRST AMENDMENT TO LEASE OPTION AGREEMENT (RESOLUTION 08-03-15)

RESOLUTION NO. 10-04-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AND OPTION AGREEMENT WITH T-MOBILE USA, INC. FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marine facility known as the Lake Park Harbor Marina (the Marina); and

WHEREAS, T-Mobile USA, Inc. (T-Mobile) has negotiated with the Town Manager a proposal to site, and perhaps construct a "stealth" cellular communications tower at the Marina; and

WHEREAS, the Town Manager has negotiated the terms of a Lease and Option Agreement with T-Mobile's responsibilities pertaining to the siting and possible construction of a cellular communications tower at the Marina; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into a Lease and Option Agreement with T-Mobile for the siting and construction of a cellular communications tower at the Marina.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Lease and Option Agreement with T-Mobile. A copy of the Lease and Option Agreement is attached hereto and incorporated herein as Exhibit **"A"**.

Section 3. This Resolution shall be effective upon adoption.

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

	AYE	NAY
MAYOR JAMES DUBOIS	/	
VICE-MAYOR KIMBERLY GLAS-CASTRO	/	
COMMISSIONER ERIN FLAHERTY	/	
COMMISSIONER MICHAEL O'ROURKE	/	
COMMISSIONER KATHLEEN RAPOZA	/	

The Town Commission thereupon declared the foregoing Resolution NO. 10-04-14 duly passed and adopted this 2 day of April, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK SEAL FLORIDA

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY
Matthew T. Ramenda
Acting Town Attorney

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between The Town of Lake Park, a municipal corporation of the State of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of two thousand nine hundred and fifty and no/100 dollars ($2950.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand nine hundred and fifty and no/100 dollars ($2950.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, and upon advance notice to Landlord. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 105 Lake Shore Drive, Lake Park, Florida 33403, comprises approximately 500 square feet.

2. Term. Upon exercise of the Option, the initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a

written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand nine hundred and fifty and no/100 dollars ($2950.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

(c) Co-location- In the event that T-Mobile or its assignee enters into an agreement with any co-locators who will use any of the related facilities outlined in Section 5 below, T-Mobile will share with the Town 50% of the fees or rent paid to T-Mobile by the co-locator. T-Mobile agrees to provide the Town with an annual accounting of all revenues produced from any agreement with a co-locator.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, and shall exercise it's best efforts to prevent its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Adding other communication facilities on the tower is not, in and of itself, considered interference. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence; such fence installation may only be constructed after obtaining the appropriate fencing permit from the Town's Building Department.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of optical fiber facilities and emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable and optical fiber facilities, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements").

The Easement granted pursuant to the terms of this Agreement to T-Mobile and any future assignee is granted only for the duration of this Agreement. The Easement shall terminate when

this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of the Easement.

In addition, any subordinate easements required by any other governmental or private entity shall also terminate when this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of any of the aforementioned subordinate easements.

T-Mobile and any future assignee shall indemnify the Town for any and all costs and/or attorney's fees the Town incurs in order to terminate the Easement and/or any subordinate easements.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination.

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a

purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Attn: Lease Compliance/Site #6WP1273D

If to Landlord:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Attn: Town Manager

Send Rent payments to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Attn: Finance Department

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and Landlord's written approval, such approval shall not be unreasonably withheld.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may

be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant at tenants sole expense.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith at Tenant's sole expense.

(f) This Lease shall be governed by the laws of the State of Florida. In the event of any litigation venue shall lie in the 15th Judicial Circuit Court, in and for Palm Beach County, or if a federal claim in the United States District Court, Southern District of Florida.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either

party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By: _____

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

TENANT: T-Mobile South, a Delaware limited liability company

By: _____

Printed Name: Bentley C Alexander

Title: Regional Vice President

Date: 9/17/14

WITNESSES: Landlord , Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugerman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES: Tenant , T-Mobile South, a Delaware limited liability company

Alma R. Gamez

Print Name: Alma R. Gamez

Kimberly Dixon

Print Name: Kimberly Dixon

EXHIBIT A

Legal Description

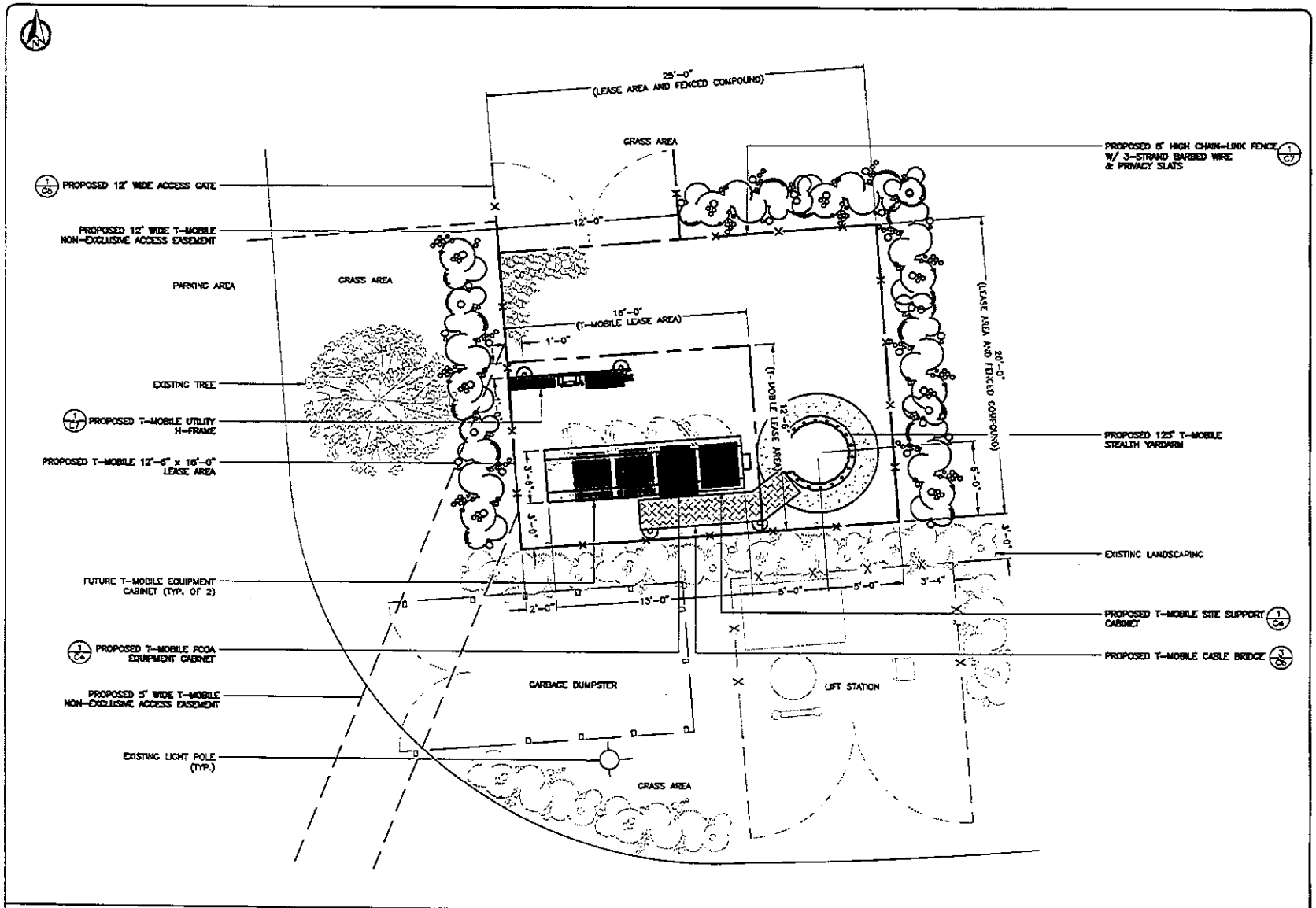
The Property is legally described as follows:

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899 & NO 24018

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]



COMPOUND PLAN

1

REV	DATE	DESCRIPTION
A	7/24/14	PRELIMINARY
B	8/20/14	PRELIMINARY

PROJECT NO.:	110-441.01
DRAWN BY:	CHECKED BY:
D. DANIELS	M. ABBEY

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

[redacted] Telecom

3400 LAKESIDE DRIVE
SUITE 320
MIRAMAR, FL 33027

CERTIFICATE OF AUTHORIZATION 29214

T-Mobile
stick together

1300 CONCORD TERRACE
SUITE 200
SUNRISE, FL 33323

NOT FOR CONSTRUCTION

DATE OF SIGNATURE X/X/XX

LAKE PARK MARINA

WP1273D

103 LAKE SHORE DRIVE
LAKE PARK, FL 33403

SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C2

EXHIBIT C

Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: 36434221000040010

Between The Town of Lake Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between The Town of Lake Park, a municipal corporation of the state of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By: James DuBois

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

WITNESSES:

Dale S. Sugerman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

TENANT: T-Mobile South, a Delaware limited liability company.

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

WITNESSES:

Print Name: Alma R. Gamez

Print Name: Kimberly Dixson

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Florida)

) ss.

COUNTY OF Palm Beach)

This instrument was acknowledged before me on June 4, 2014 by James DuBois, [title] Mayor of the Town of Lake Park a Municipality [type of entity], on behalf of said the Town of Lake Park [name of entity].

Dated: June 4, 2014

Notary Public

Print Name Vivian Mendez

My commission expires

VIVIAN MENDEZ
Notary Public - State of Florida
My Comm. Expires Feb 24, 2017
Commission # FF 008807
Bonded Through National Notary Assn.

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Texas)

) ss.

COUNTY OF Collin)

I certify that I know or have satisfactory evidence that Bentley Alexander is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP, Engineering of T-Mobile South LLC, a Delaware ~~Corp~~ LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-17-14

Notary Public Keisha McMillon

Print Name Keisha McMillon

My commission expires 9-20-17

(Use this space for notary stamp/seal)

KEISHA MCMILLON
Notary Public, State of Texas
My Commission Expires
September 20, 2017

Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

ADDENDUM TO SITE LEASE WITH OPTION

[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By: _____

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

TENANT: T-Mobile South, a Delaware limited liability company.

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

WITNESSES: Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugerman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES: T-Mobile South, a Delaware limited liability company

Alma R. Gamez

Print Name: Alma R. Gamez

Print Name: _____

RESOLUTION NO. 08-03-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE LEASE AND OPTION AGREEMENT WITH T-MOBILE USA, INC. FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town entered into a "Site Lease With Option" (Lease) with T-Mobile, LLC, whereby T-Mobile LLC is permitted, at its option to lease certain real property described and attached to Exhibit A of the Lease (the Property) at the Town 's Marina for the development of facilities necessary to operate its communications system; and

WHEREAS, pursuant to paragraph 15 of the Lease, T-Mobile, LLC has assigned the ground lease to R G Towers, LLC; and

WHEREAS, pursuant to the terms of the Lease, the Tenant of the Property is permitted to co-locate other communication facilities on the Property; and

WHEREAS, Tenant, after inspection of the Property has requested an amendment to the Lease so that additional ground space can be made available to it in anticipation of co-locating additional communication facilities on the Property.

NOW THEREFORE the Landlord and Tenant have agreed to amend the Lease, as follows:

Section 1. The recitals are incorporated herein.

Section 2. A new Exhibit A, a copy of which is attached hereto and incorporated herein, containing the legal description of the Property is hereby substituted for the Exhibit A attached to the original Lease. All references in the Lease to Exhibit A shall now mean and refer to the new Exhibit A attached hereto.

Section 3. A new Exhibit B, a copy of which is attached hereto and incorporated herein which is the site plan depicting that portion of the Property where the Antenna Facilities together with all necessary ground space and easements for access thereto and utilities is hereby substituted for Exhibit B to the original.

Section 4. All provisions of the Lease not amended herein shall remain in effect.

Section 5. This Resolution shall be effective upon adoption.

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

LANDLORD:

Town of Lake Park, Florida

By: _____
Name: James DuBois
Title: Mayor

ATTEST:

_____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK
(SEAL)
SEAL
FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

TENANT:

R G Towers, LLC,

By: _____
Title: CEO

WITNESS

_____
Name: Erin Entrekin

_____
Name: Holly Valdez

The foregoing Resolution was offered by Commissioner Rapoza, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO		✓
COMMISSIONER ERIN FLAHERTY	✓	
COMMISSIONER MICHAEL O'ROURKE		✓
COMMISSIONER KATHLEEN RAPOZA	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 08-03-15 duly passed and adopted this 4 day of March, 2015.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK SEAL FLORIDA

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

Exhibit A

PARENT TRACT (PER SHORT LEGAL DESCRIPTION, PALM BEACH COUNTY PROPERTY APPRAISERS)

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899 & NO 24018

PROPOSED 12.5'X16' T-MOBILE LEASE AREA (AS REQUESTED BY CLIENT)

A PARCEL OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S04°50'27"E, A DISTANCE OF 16.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 12.50 FEET; THENCE N04°50'27"W, A DISTANCE OF 16.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.
SAID PROPOSED 12.5'X16' T-MOBILE LEASE AREA CONTAINING 200 SQUARE FEET.

PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA (AS REQUESTED BY CLIENT)

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Exhibit A

30.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
SAID PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA CONTAINING 750 SQUARE FEET.

PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT (AS REQUESTED BY CLIENT)

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SAID PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT CONTAINING 5,267 SQUARE FEET, MORE OR LESS.

PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT (AS REQUESTED BY CLIENT)

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Exhibit A

DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S27°11'58"W, A DISTANCE OF 83.42 FEET; THENCE S03°45'02"E, A DISTANCE OF 96.13 FEET; THENCE S84°21'43"W, A DISTANCE OF 5.00 FEET; THENCE N03°45'02"W, A DISTANCE OF 97.68 FEET; THENCE N27°11'58"E, A DISTANCE OF 92.80 FEET; THENCE S04°50'27"E, A DISTANCE OF 9.42 FEET TO THE POINT OF BEGINNING.
SAID PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT CONTAINING 925 SQUARE FEET, MORE OR LESS.

Exhibit B

LOCATION MAP
NOT TO SCALE

VICINITY MAP
NOT TO SCALE

DESCRIPTION: PARENT TRACT (PER SHORT LEGAL DESCRIPTION, PALM BEACH COUNTY PROPERTY APPRAISERS)
21-42-43, PT OF GOV LT 4 E OF LAKE SHORE DR & W OF TOWN BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER BEACH RD & TR OF SOVEREIGNTY LAND IN TIF DEED NO 22899 & NO 24018

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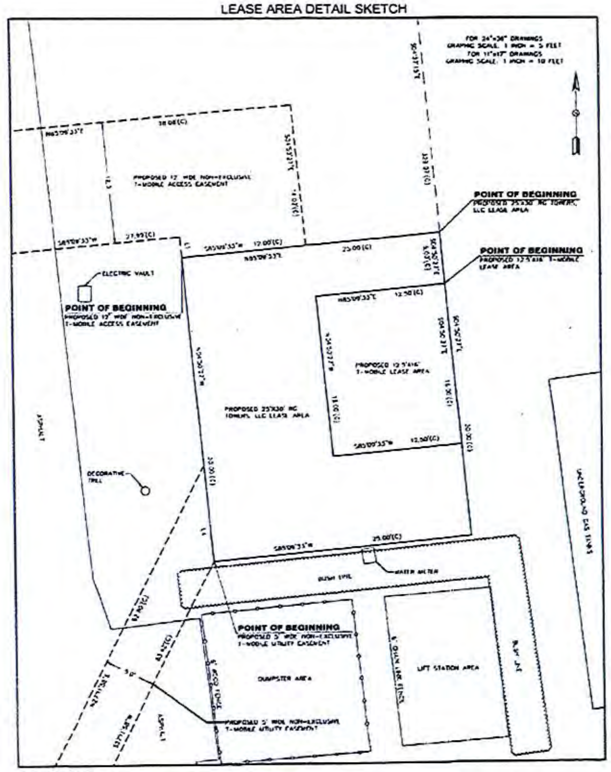
LEASE AREA DETAIL SKETCH



LEGEND:
(C) = CALCULATED
(F) = FIELD
(P) = PLAT
(D) = DEED
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
NO = NUMBER
LB = LICENSED BUSINESS
RCP = REINFORCED CONCRETE PIPE
INV = INVERT
CLF = CHAIN LINK FENCE
— OHL — = OVERHEAD LINE
= UTILITY POLE
= TELCO PEDESTAL
CONC = CONCRETE
ELEV = ELEVATION
SIR = SET IRON ROD & CAP
T = TOWNSHIP
R = RANGE
O.R. = OFFICIAL RECORDS
NCFS = NO CORNER FOUND OR SET
ID = IDENTIFICATION
W/ = WITH
MES = MITERED END SECTION
TYP = TYPICAL
PREFAB = PREFABRICATED
(*) = PER SHORT LEGAL DESCRIPTION PALM BEACH COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L 1	N04°50'27"W	2.02'(C)
L 2	N05°11'15"W	17.00'(C)
L 3	S84°21'43"W	5.00'(C)
L 4	S04°50'27"E	9.42'(C)

L1 = LINE 1

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTH LINE OF THE BANKERS LIFE & CASUALTY CO. TRACT BEING S85°22'45"W, PER THE PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH, COUNTY, FLORIDA.
2. THIS SURVEY WAS PERFORMED ON THE GROUND ON FEBRUARY 24, 2014 UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER.
3. THE SUBJECT PROPERTY APPEARS TO BE WITHIN ZONE "AS", COMMUNITY NUMBER 120212, PANEL NUMBER 0005, SUFFIX B WITH AN EFFECTIVE DATE OF 09/15/1978.
4. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
5. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
6. NO UTILITIES (UNDERGROUND OR ABOVE-GROUND) WERE LOCATED EXCEPT AS SHOWN HEREON.
7. NO SEARCH FOR VISIBLE EVIDENCE OF EXISTING OR FORMER AREAS OF FACILITIES WHICH MAY HAVE INVOLVED THE USE OF STORAGE OF HAZARDOUS MATERIALS WAS MADE.
8. NO WETLAND AREAS OR JURISDICTIONAL WETLANDS WERE LOCATED OR ARE SHOWN ON THIS SURVEY.
9. THIS SURVEYOR HAS REVIEWED THE 41 PAGE REPORT OF TITLE PREPARED BY U.S. TITLE SOLUTIONS, FILE NO. 49000-FL1408-5030, DATED AUGUST 15, 2014 AND HAVE FOUND THE FOLLOWING:
   a). A 50' DRAINAGE EASEMENT DEDICATED TO THE TOWN OF LAKE PARK, PER OFFICIAL RECORDS BOOK 1633, PAGE 606 OF THE PUBLIC RECORDS OF PALM BEACH, COUNTY. (PLOTTED HEREON)

   THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS WHETHER THEY BE RECORDED OR UNRECORDED THAT AFFECT THE PROPOSED T-MOBILE LEASE AREA OR EASEMENTS THAT WERE NOT PROVIDED TO THIS SURVEYOR AT THIS TIME.
10. INFORMATION SHOWN HEREON MAY BE SUBJECT TO OTHER EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD
11. THIS SURVEY REFLECTS THE DESCRIPTION PROVIDED BY THE CLIENT.
12. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SIGNED AND SEALED WITH AN ORIGINAL RAISED SURVEYOR'S SEAL.
13. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANY OTHER THAN THE SIGNING SURVEYOR ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR OF RECORD.
14. THIS SURVEY WAS CREATED FOR THE PURPOSE OF CREATING A TELECOMMUNICATIONS LEASE AREA WITHIN THE PARENT TRACT SHOWN HEREON, TOGETHER WITH ITS PERTINENT ACCESS AND UTILITY EASEMENTS PROPOSED TO RELEVANT PARTIES. IT DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PARENT TRACT.
15. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE AS NOTED

THIS SURVEY IS NOT VALID OR COMPLETE WITHOUT SHEETS 1 & 2 BEING BOUND TOGETHER.
SEE SHEET TWO FOR SKETCH OF REMAINING PORTION OF THE PROPOSED T-MOBILE ACCESS & UTILITY EASEMENTS, & SKETCH OF THE PARENT TRACT.

SPECIFIC PURPOSE SURVEY OF PROPOSED T-MOBILE LEASE AREA

CALTROP
13067 TELECOM PARKWAY
TAMPA, FLORIDA 33637
(813) 514-9880
FLORIDA LICENSED BUSINESS 7901

REVISIONS

PREPARED FOR:
T-Mobile
stick together
1300 CONCORD TERRACE SUITE 200
SUNRISE, FL 33323

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

PRELIMINARY FOR CLIENTS REVIEW

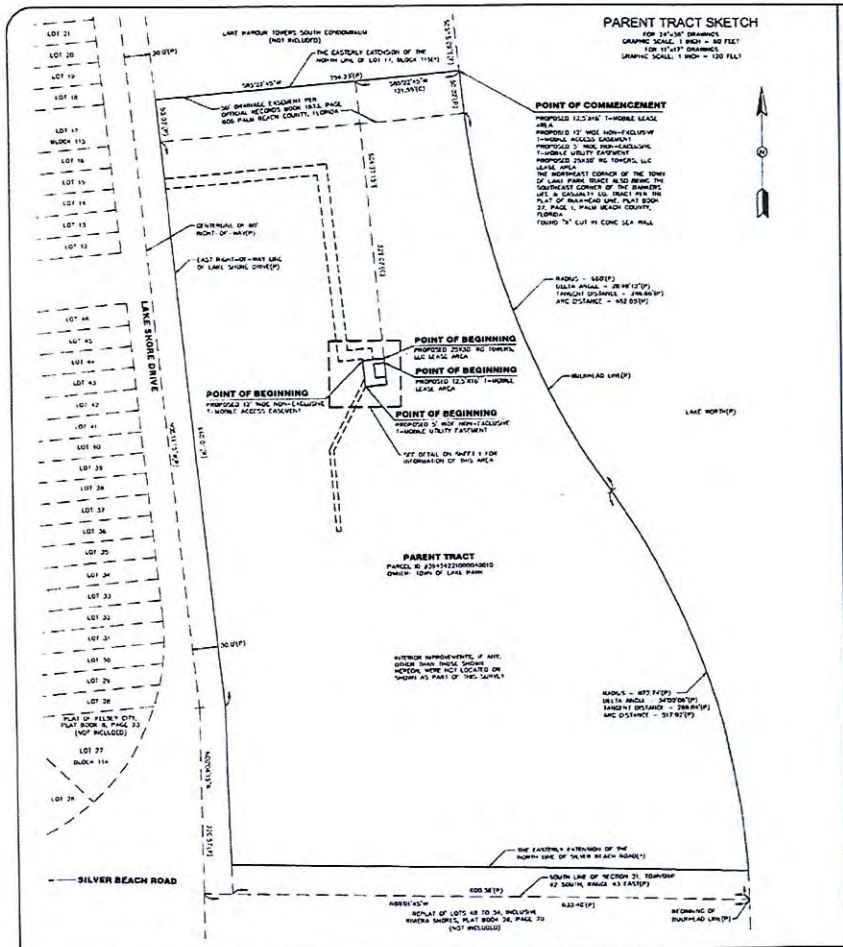
DRAWING INFORMATION:	
FIELD DATE:	02-24-2014
DRAWN DATE:	12-10-2014
CHECK DATE:	12-11-2014
SEC.-TWP.-RGE.:	21-42S-43E

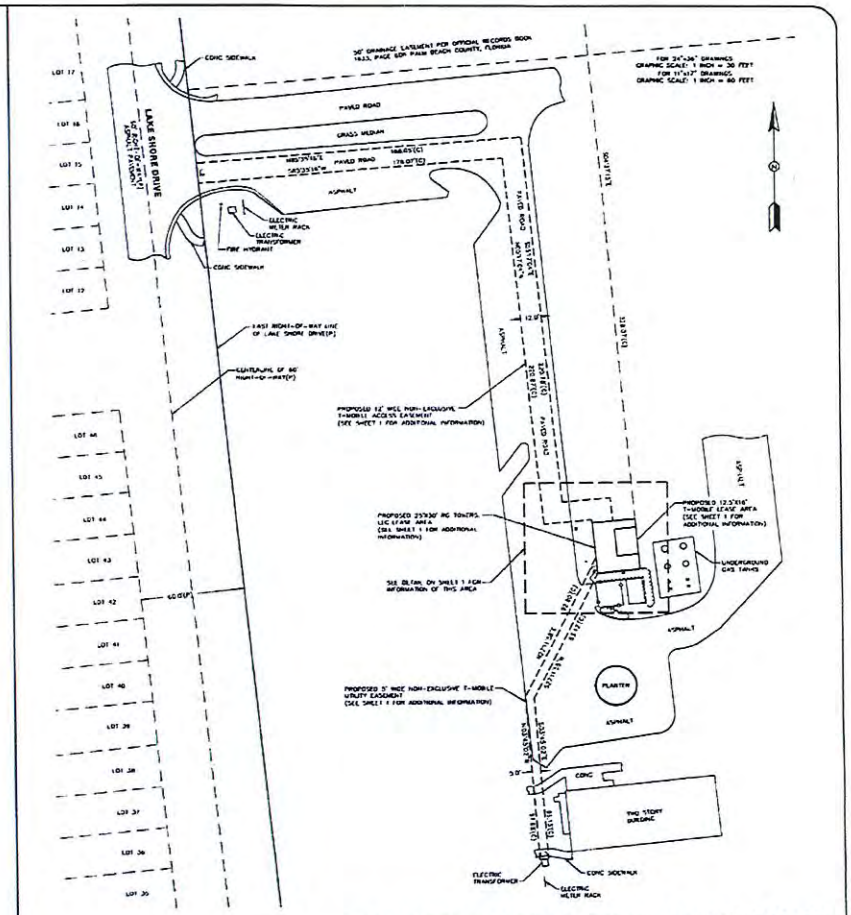
SITE INFORMATION:
LAKE PARK MARINA
WP1273D
105 LAKE SHORE DRIVE
LAKE PARK, FL 33403

PROJECT NUMBER: 140779.02

SURVEY
SHEET 1 OF 2

Exhibit B





SPECIFIC PURPOSE SURVEY OF PROPOSED T-MOBILE LEASE AREA

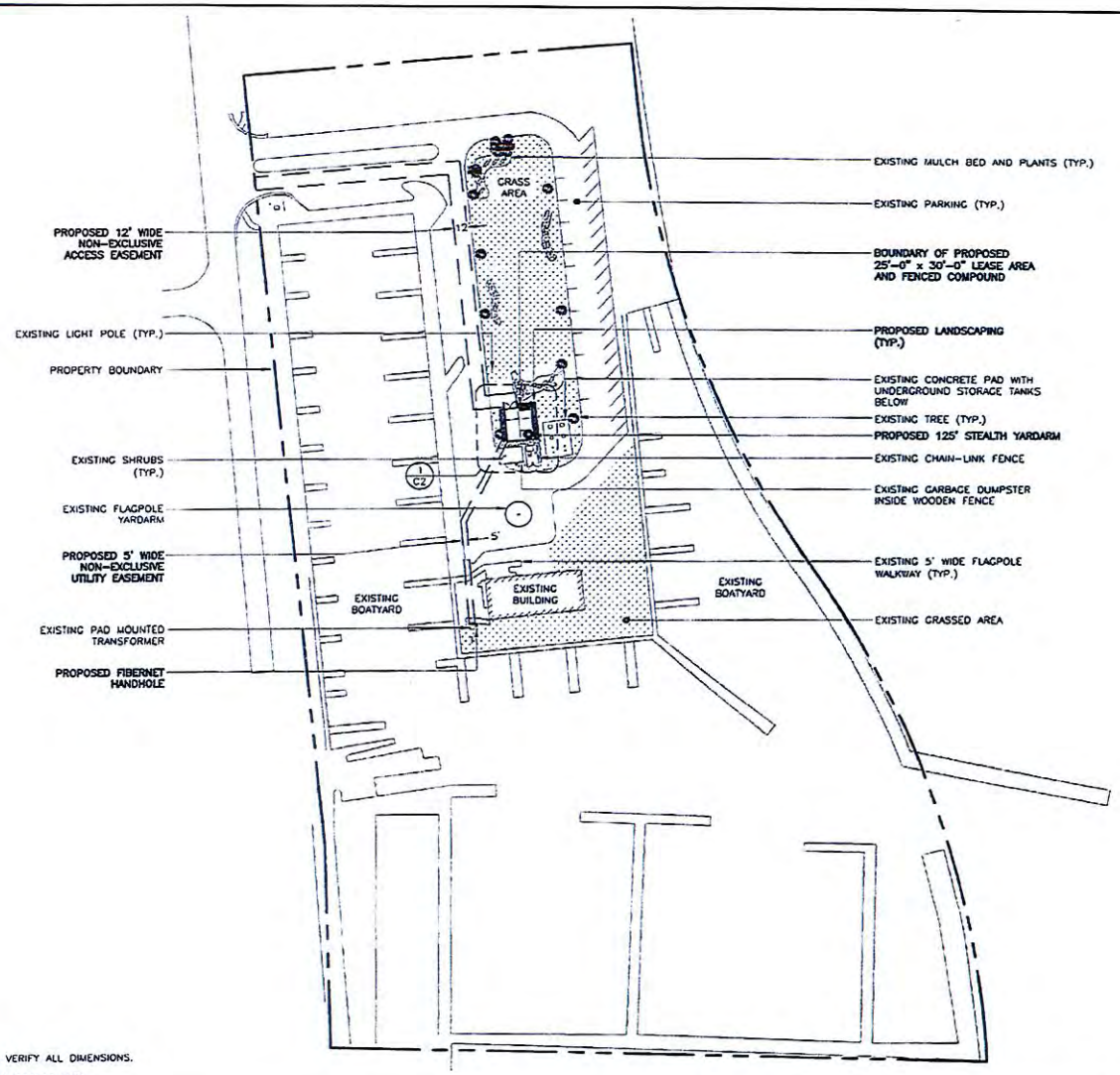
CALTROP
13067 TELECOM PARKWAY
TAMPA, FLORIDA 33637
(813) 514-9880
FLORIDA LICENSED BUSINESS 7901

REVISIONS

PREPARED FOR:
T-Mobile
stick together
1300 CONCORD TERRACE SUITE 200
SUNRISE, FL 33323

THIS SURVEY IS NOT VALID OR COMPLETE WITHOUT SHEETS 1 & 2 BEING BOUND TOGETHER. SEE SHEET ONE FOR SURVEYORS SIGNATURE AND SEAL, SURVEYORS NOTES, DESCRIPTIONS, DETAIL OF LEASE COMPOUND AREA, LINE TABLE, LEGEND, AND VICINITY MAP.

DRAWING INFORMATION:	SITE INFORMATION:
FIELD DATE: 02-24-2014	LAKE PARK MARINA WP12730 105 LAKE SHORE DRIVE LAKE PARK, FL 33403
DRAWN DATE: 12-10-2014	
CHECK DATE: 12-11-2014	PROJECT NUMBER: 140779.02 / SURVEY SHEET 2 OF 2
SEC.-TWP.-RGE.: 21-42S-43E	



NOTES:

1. SITE PLAN IS A DIAGRAMMATIC REPRESENTATION ONLY; VERIFY ALL DIMENSIONS.
2. VERIFY ALL PROPERTY LINE INFORMATION WITH EXISTING SURVEY DATA.

SITE PLAN

1

REV	DATE	DESCRIPTION
A	12/18/14	PRELIMINARY
0	1/14/15	FOR PERMIT

PROJECT NO.:	14-1004.01
DRAWN BY: F. PARRADO	CHECKED BY: M. ADDEY

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CALTROP Telecom
3400 LAKESIDE DRIVE
SUITE 325
MIRAMAR, FL 33027
CERTIFICATE OF AUTHORIZATION 29214

RG TOWERS, LLC.
2141 ALTERNATE A1A, SOUTH
SUITE 440
JUPITER, FL 33477

MICHAEL A. PHILLIPS
LICENSE
No. 68312
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE OF SIGNATURE: x/xx/15

LAKE PARK MARINA

SFL13

105 LAKE SHORE DRIVE
LAKE PARK, FL 33403

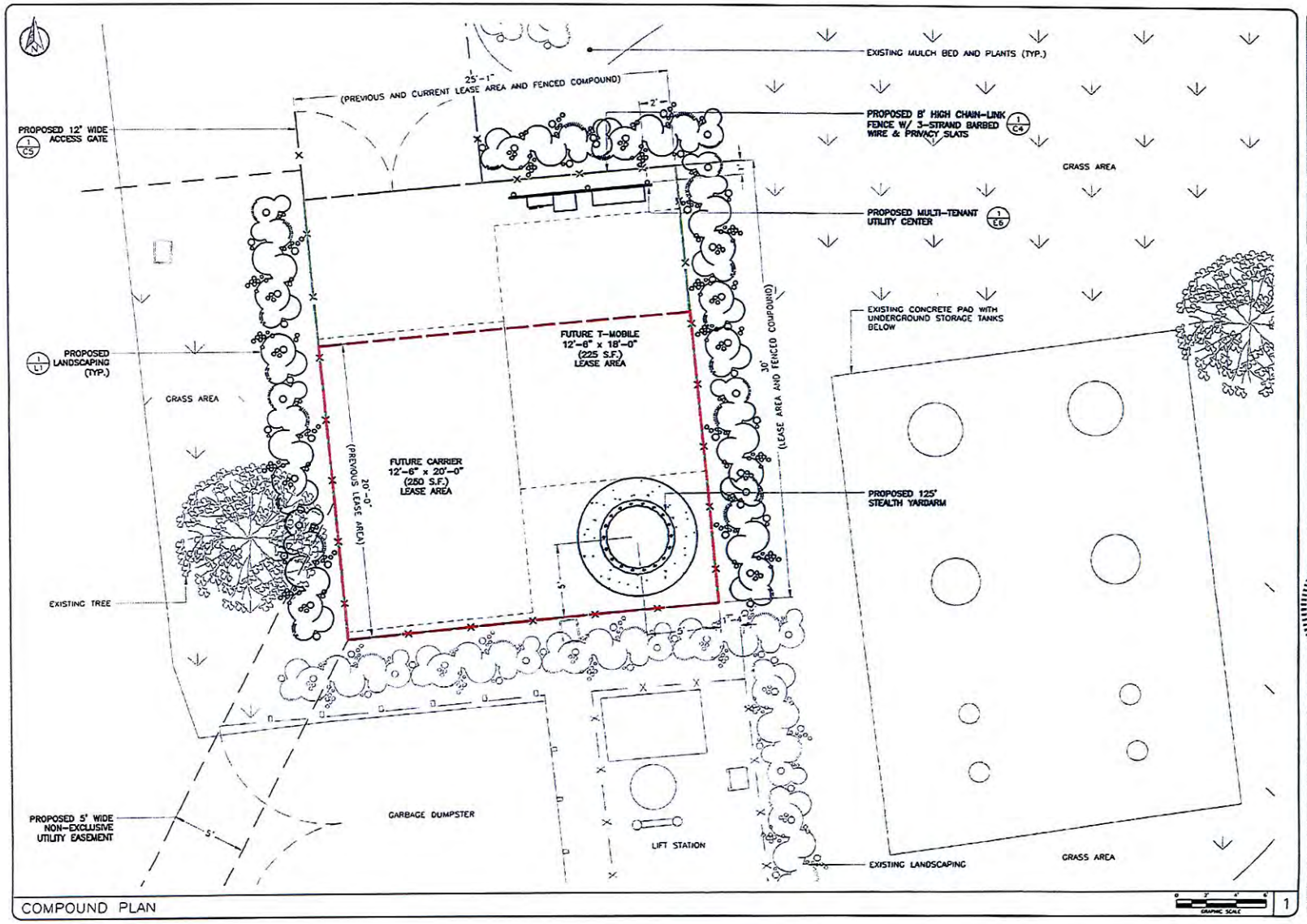
SHEET NAME

SITE PLAN

SHEET NUMBER

C1

Exhibit A



REV	DATE	DESCRIPTION
A	12/18/14	PRELIMINARY
0	1/14/15	FOR PERMIT

PROJECT NO.:	14-1004.01
DRAWN BY: F. PARRADO	CHECKED BY: M. ABBEY

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CERTIFICATE OF AUTHORIZATION: 29214

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MICHAEL A. PHILLIPS
LICENSE
No. 68312
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE OF SIGNATURE: X/XX/15

LAKE PARK MARINA

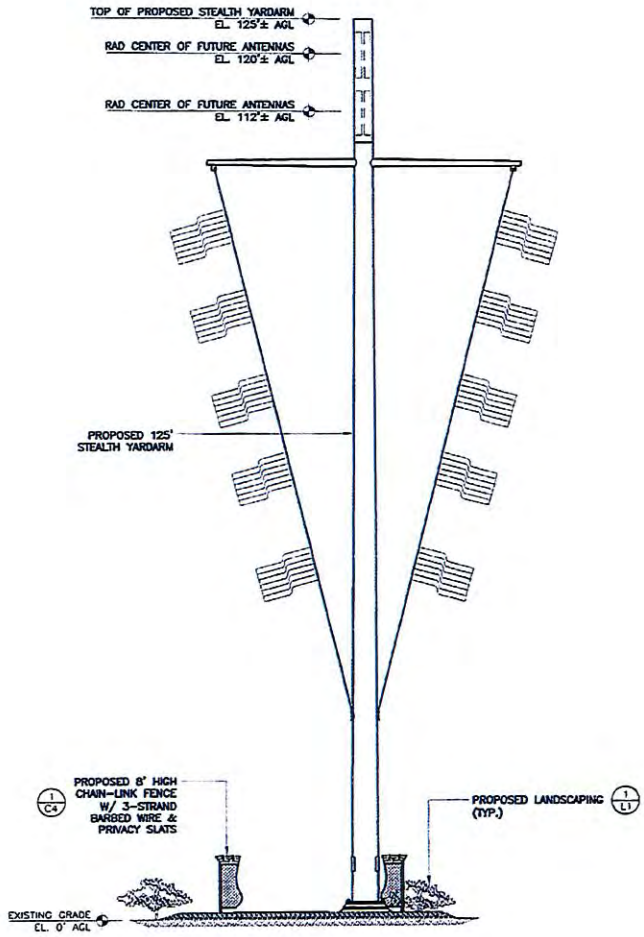
SFL13

105 LAKE SHORE DRIVE
LAKE PARK, FL 33403

SHEET NAME
COMPOUND PLAN

SHEET NUMBER
C2

Exhibit B



ELEVATION

GRAPHIC SCALE 0 5 10 15

1

REV	DATE	DESCRIPTION
A	12/18/14	PRELIMINARY
0	1/14/15	FOR PERMIT

PROJECT NO.:	14-1004.01
DRAWN BY:	CHECKED BY:
F. PARRADO	M. ABBEY

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3400 LAKESIDE DRIVE
SUITE 525
MIRAMAR, FL 33027
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JUPITER, FL 33477

MICHAEL A. PHILLIPS
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STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE OF SIGNATURE: X/XX/15

LAKE PARK MARINA

SFL13

105 LAKE SHORE DRIVE
LAKE PARK, FL 33403

SHEET NAME

ELEVATION

SHEET NUMBER

C3

Exhibit B