

3H-13

Agenda Item #:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Lease Agreement with Sprint PCS to construct, install operate and maintain a communication tower and equipment storage facility at Veteran's Park West Boca for \$42,000 per year.

Summary: Veteran's Park West Boca is located at 9400 Palmetto Park Road in unincorporated western Boca Raton. In April 2005, Staff issued a Request for Proposals to allow the respondent to construct, at its sole cost, a 100' stealth wireless communications flagpole tower and equipment building, together with an attached 16 x 24 public open air covered pavilion. Responsive proposals were received from Sprint PCS and Verizon Wireless. A Selection Committee of two (2) employees from the Property and Real Estate Management Division and one (1) from the Parks and Recreation Department ranked Sprint PCS's proposal the highest. The initial term of the Lease Agreement is for five (5) years, with five (5) extension options, each for a period of five (5) years. The initial annual rent is \$42,000 per year, with an annual increase of either CPI or three percent (3%), whichever is greater. The first two (2) years rent will be paid in advance commencing ninety (90) days after Board approval. In addition, Sprint PCS will pay \$20,000 which can be spent at the discretion of the Parks and Recreation Department to benefit the Veteran's Park West Boca. The County has the right to cancel the Lease Agreement at any time after fifteen (15) years upon sixty (60) day written notice. Sprint PCS will own the tower and the County will own the equipment building/pavilion which can both accommodate two (2) additional users. Staff will issue an RFP to enter into future use agreements of the equipment building/pavilion and the selected respondents will be required to negotiate arrangements with Sprint PCS for use of the Tower. Both Verizon and T-Mobile have expressed interest in operating at this facility and are each willing to pay the County \$40,000/year. Sprint PCS is responsible for maintenance of the tower and equipment/pavilion building. Sprint PCS will post a \$5,000 security deposit. (PREM) District 5 (HJF)

Background and Justification: The installation of a 100' stealth wireless communications flagpole tower was requested by the wireless telecommunications industry to provide the immediate area with improved wireless communication services. The Parks and Recreation Department has approved the location and design of the proposed 100' stealth flagpole tower and equipment/pavilion building. The RFP was advertised in the Palm Beach Post on April 10 and 17, 2005. Two (2) proposals were received. The Selection Committee reviewed the proposals and ranked them based on the following criteria: Rent -60 points; Architectural Design of Improvements -20 points; and Contingencies to Lease Agreement -20 points. The Committee assigned Sprint PCS's proposal a total of 288 points and Verizon Wireless's proposal a total of 265 points. Sprint PCS notified the surrounding property owners and held an informational meeting in June to inform them of their proposed project. The County's Zoning Division provided a Zoning Confirmation Letter stating the approval process for the tower does not require public hearings, or require variances regarding the distance requirements for separation from property lines or adjacent existing residential units.

Attachments:

1. Location Map
2. Point Tabulation Sheet of the RFP Respondents
3. Palm Beach County Zoning Division Letter dated August 15, 2002
4. Lease Agreement
5. Budget Availability Statement

Recommended By: Reh Amy Wolf 8/24/06
Department Director Date

Approved By: [Signature] 9/5/06
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	<104,000>	-0-	<43,260>	<44,558>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	<104,000>	-0-	<43,260>	<44,558>

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 3600 Dept 581 Unit P458 RSRC 4900
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

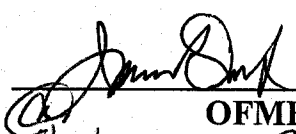
A \$20,000 one-time capital contribution is included in FY 07, which is required to be used for the benefit of Veteran's Park West Boca.

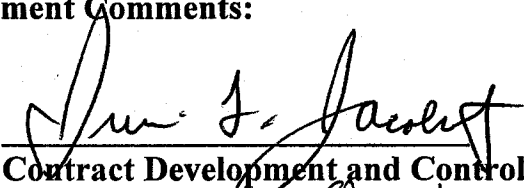
FY 2007 Proposed budget includes 100,000 for this revenue.

C. Departmental Fiscal Review: _____

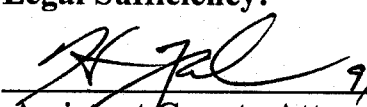
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 8.31.06
OFMB
ms 8/31/06
MM 8-25-06

 9/11/06
Contract Development and Control
E. Jones 9/11/06

B. Legal Sufficiency:

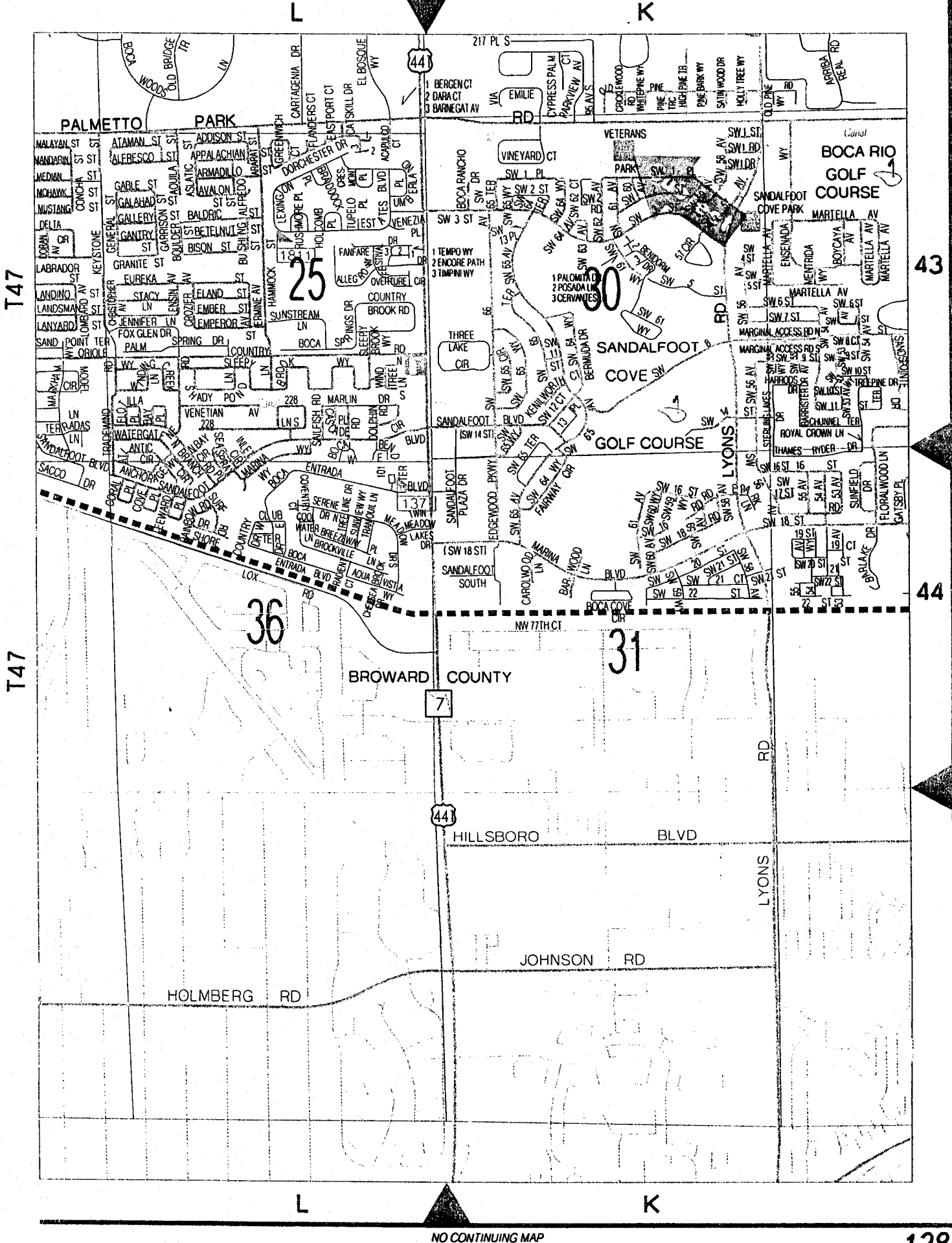
 9/5/06
Assistant County Attorney

This Lease Agreement
complies with our review
requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



LOCATION MAP

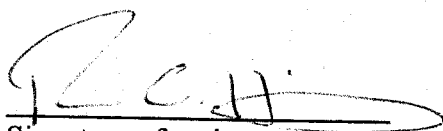
ATTACHMENT #1

RFP NO. 2005-101-LJH

(Land Lease at Veterans Park for a Stealth Wireless Communications Flagpole Tower)

**Selection Committee Tabulations for Proposals for Land Lease at Veterans
Park for a Stealth Wireless Communications Flagpole Tower
July 2006**

Bidder	Rent (180 points maximum)	Architectural Design of Improvements (60 points maximum)	Contingencies To Lease Agreement (60 points maximum)	Total Points
Sprint	168	60	60	288
Verizon	180	60	25	265


Signature of review person

Ross C. Hering, Director
Print Name, Title

Date

**VETERANS PARK RFP NO. 05-101-LJH
SELECTION COMMITTEE POINT CHART**

*A=Sprint *B=Verizon

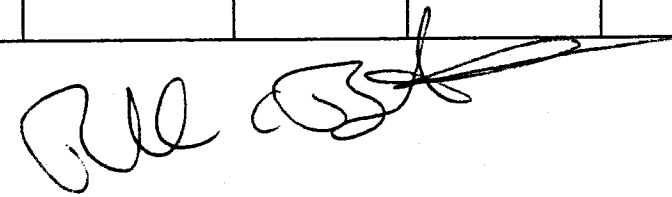
COMMITTEE MEMBER	LEASE RATE (rent) 60 POINTS		ARCHITECTURAL DESIGN of IMPROVEMENTS 20 POINTS		CONTINGENCIES TO LEASE 20 POINTS		TOTAL POINTS	
	*A	*B	*A	*B	*A	*B	*A	*B
Richard C. Bogatin, Manager, Property Mgt. Property & Real Estate Management	56	60	20	20	20	10	96	90
Tim Granowitz, Principal Planner Parks & Recreation Representative	56	60	20	20	20	5	96	85
Larry J. Helmich, CPM, Real Estate Specialist Property & Real Estate Management	56	60	20	20	20	10	96	90
TOTAL	168	180	60	60	60	25		
	✓		✓		✓		288	265
					258	265		

[Signature] 4/18/06

**VETERANS PARK RFP NO. 05-101-LJH
SELECTION COMMITTEE POINT CHART**

*A=Sprint *B=Verizon

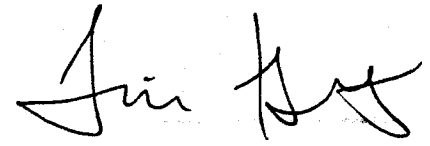
COMMITTEE MEMBER	LEASE RATE (rent) 60 POINTS		ARCHITECTURAL DESIGN of IMPROVEMENTS 20 POINTS		CONTINGENCIES TO LEASE 20 POINTS		TOTAL POINTS	
	*A	*B	*A	*B	*A	*B	*A	*B
Richard C. Bogatin, Manager, Property Mgt. Property & Real Estate Management	56	60	20	20	20	10		
Tim Granowitz, Principal Planner Parks & Recreation Representative	56	60	20	20				
Larry J. Helmich, CPM, Real Estate Specialist Property & Real Estate Management	56	60	20	20				
TOTAL	168	180	60	60				



**VETERANS PARK RFP NO. 05-101-LJH
SELECTION COMMITTEE POINT CHART**

*A=Sprint *B=Verizon

COMMITTEE MEMBER	LEASE RATE (rent) 60 POINTS		ARCHITECTURAL DESIGN of IMPROVEMENTS 20 POINTS		CONTINGENCIES TO LEASE 20 POINTS		TOTAL POINTS	
	*A	*B	*A	*B	*A	*B	*A	*B
Richard C. Bogatin, Manager, Property Mgt. Property & Real Estate Management	56	60	20	20				
Tim Granowitz, Principal Planner Parks & Recreation Representative	56	60	20	20	20	5		
Larry J. Helmich, CPM, Real Estate Specialist Property & Real Estate Management	56	60	20	20				
TOTAL	168	180	60	60				





FVE

August 15, 2002

Julio Dumas
Gulf Coast Real Estate
5705 Plauche Court, Ste B
New Orleans, LA 70123

RE: Zoning Confirmation Letter - Proposed camouflage
Tower, Veterans Park, Petition No. 88-107

PCN: 00-42-43-27-05-081-0051

Dear Mr. Dumas:

We have reviewed your Zoning Confirmation request and prepared this response based on the information you submitted to us and the information available in our records. Should any of the information we relied on be incorrect, this response may not be valid and it would be the property owner's responsibility to develop the site in accordance with the proper provisions and most recent code changes in the Palm Beach County Unified Land Development Code (ULDC).

The subject property is in the Public Owner (PO) Zoning District and is consistent with the Comprehensive Plan land use designation of PARK.

The proposed 100' camouflage tower is subject to the regulations contained in Section 6.4.D.22 of the ULDC. According to Table 6.4-4b, a building permit is the required approval process. The setbacks outlined on Table 6.4-4D, camouflage towers, are the correct setbacks. In addition, an Administrative Amendment through the Development Review Committee (DRC) will be required to modify the site plan indicating the proposed tower.

If you have any questions, please contact Jim Frogner, Zoning Technician, at (561) 233-5213.

Sincerely,

William C. Whiteford, AICP
Zoning Director

WCW/jf

Attachment(s) ULDC Provisions

cc: Fusun Mutgan, Principal Planner, DRC
Zoncon 2002-156 file

U:\Zoning\BA_Conf\Confirm\2002\2002-156.doc

Department of Planning,
Zoning & Building
100 Australian Avenue
West Palm Beach, FL 33406
(561) 233-5000
Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5003
www.pbcgov.com/pzb

**Palm Beach County
Board of County
Commissioners**

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Carol A. Roberts, Vice Chair

Karen T. Marcus

Mary McCarty

Burt Aaronson

Tony Masilotti

Addie L. Greene

County Administrator

Robert Weisman

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Affirmative Action Employer"

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ATTACHMENT # 3

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

SPRINT SPECTRUM, LP
d/b/a Sprint PCS

(Tenant)

ATTACHMENT #4

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and SPRINT SPECTRUM, LP, a Florida limited partnership, doing business as Sprint PCS (EIN#:48-1165245); hereinafter referred to as "Tenant."

RECITALS:

WHEREAS, County is the owner of certain real property situated in Palm Beach County, Florida, located at 9400 Palmetto Park Road, Boca Raton, Florida, 33428 upon which is situated the Veterans Memorial Park, which property is legally described in Exhibit "A" attached hereto (hereinafter "the Park"); and

WHEREAS, Tenant was selected as the highest and best bidder for a lease granting Tenant the right to construct, install, operate and maintain its communications equipment within an Equipment Storage Facility ("Equipment Storage Facility") and stealth pole communications tower ("Tower") to be constructed on the site by Tenant; the Equipment Storage Facility and Tower are hereinafter collectively referred to as the "Property" and depicted in Exhibit "B" attached hereto; and

WHEREAS, Tenant hereby agrees to construct the Equipment Storage Facility and Tower within the Property and has requested a lease to occupy a user space within the Equipment Storage Facility and the footprint of the Tower legally described in Exhibit "C" attached hereto and in accordance with the equipment locations and architectural elevations described and identified in Exhibit "D" attached hereto (the user space within the Equipment Storage Facility and footprint of the Tower are hereinafter collectively referred to as the "Leased Premises"); and

WHEREAS, Tenant will be able to better serve the public in providing mobile cellular service in the general area and County will benefit as a result of such improved service and by receiving annual rent revenues.

WITNESSETH:

NOW, THEREFORE, in consideration of the rental reserved herein, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Terms and Conditions. The County hereby grants to Tenant the right to and Tenant shall be obligated to construct the Equipment Storage Facility and Tower not to exceed one hundred feet (100') in height as depicted on Exhibit "D" attached hereto and made a part hereof for installation of its communications equipment, the component parts of which are set forth in Exhibit "D", said communications equipment being hereinafter referred to as the "Communications Equipment", in the locations indicated on Exhibit "D", attached hereto. Title to the Equipment Storage Facility shall vest in County upon completion of construction thereof and acceptance by County; within ninety (90) days of completion of construction, Tenant shall provide County with a Bill of Sale for the Equipment Storage Facility. Tenant shall have the right to install, operate and maintain the Communications Equipment for the purpose of providing mobile communications service to the public, in accordance with the specific terms and conditions hereinafter set forth. Tenant shall install the Communications Equipment, in the locations and in the manner identified in Exhibit "D" attached hereto. Tenant shall construct the Equipment Storage Facility and Tower at its sole cost and expense. The Equipment Storage Facility shall contain three (3) separate user spaces. Tenant shall occupy one (1) user space; the other two (2) user spaces may be used by County (at no charge) or leased by County to other users under separate lease agreements to be issued by County. County shall be entitled to retain all rents from such separate leases. Tenant shall be entitled to retain any fees obtained from the other users use of the Tower. In addition, Tenant shall be

allowed, subject to the provisions of Section 3.01 (a), to install and maintain underground wires, cables, conduits and pipes connecting the component parts of Tenant's Communications Equipment and running from Tenant's Communications Equipment to telephone service and electrical power sources ("Cabling Space"). Tenant specifically acknowledges that the rights granted hereby are non-exclusive and that County reserves the right to utilize the Equipment Storage Facility without constraint or interruption by Tenant and to grant additional parties the right to utilize any portion of the Equipment Storage Facility that in County's sole discretion it deems appropriate, subject to the non-interference provisions in Section 4.02 below.

Section 1.02 Length of Term and Commencement Date. The term of this Lease shall commence upon the date of execution by all the parties hereto (the "Commencement Date") and shall extend for a term of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease or extended pursuant to Section 1.03.

Section 1.03 Option to Extend Term of Lease. Provided that Tenant is not in default under the terms of this Lease Agreement, Tenant shall have the option of extending this Lease for five (5) successive period(s) of five (5) year(s) each under the same terms and conditions of this Lease. Tenant shall exercise such options by delivering written notice of Tenant's exercise of such options to County at least ninety (90) days but not more than one hundred fifty (150) days prior to expiration of the then current term. Failure of Tenant to duly and timely exercise its option to renew this Lease shall be deemed a waiver of Tenant's right to said option and all further options. Notwithstanding the rights granted to Tenant under this Section 1.03, County may, at any time after the fifteenth anniversary of the Commencement Date, terminate this Lease, with or without cause, upon sixty (60) days prior written notice to Tenant; in this event, the parties shall be relieved of all further obligations under this Lease.

Section 1.04 Acceptance by Tenant. Tenant certifies that Tenant has inspected the Park, Property and Leased Premises upon which the Equipment Storage Facility and Tower will be constructed and accepts same "As Is," in its existing condition, as of the Commencement Date of this Lease, together with all defects, latent or patent, if any, and subject to all easements, encumbrances and restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Park, Property or Leased Premises including, without limitation, any relating to the physical condition thereof or of any improvements located therein, or the suitability of the Park, Property or Leased Premises for Tenant's intended use thereof. County shall not be required to perform any repair work, alterations, or remodeling of the Park, Property or Leased Premises as a condition of this Lease.

Section 1.05 Inability to Operate. In the event Tenant (i) is unable to obtain or maintain in full force and effect through no fault of Tenant, any permit, license or other governmental approval necessary or required for the continued operation of Tenant's Communications Equipment, or (ii) is unable to obtain the coverage required to service Tenant's customers due to construction of improvements upon the surrounding property which interferes with the provision of such service, or (iii) is unable to properly maintain its signal and Tenant can prove that such inability results from interference with a signal emanating from an off-site location, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to County. In the event of such termination, the Annual Rent shall be prorated to the date of termination and County shall refund any balance owing to Tenant upon demand. Thereafter the parties shall be relieved of all further obligation arising subsequent to the date of such termination.

ARTICLE II RENT

Section 2.01 Annual Rent. Commencing upon the Rental Commencement Date as hereinafter defined, and the second and each subsequent anniversary thereof during the entire Term of this Lease, Tenant shall pay County an annual net rental of Forty-Two Thousand and no/100 Dollars (\$42,000) (the "Annual Rent"). Tenant's obligation to pay rent hereunder shall commence upon the date (the "Rental Commencement Date") which is the earlier of the following to occur: a) issuance of a building permit for the construction of the Equipment Storage Facility and Tower; or b) ninety (90) days following the Commencement Date. The parties shall acknowledge the Rental Commencement Date by separate Memorandum. Rent in the amount of Eighty-Four Thousand Dollars (\$84,000) for the first two (2) years of this Lease shall be payable in advance without notice,

demand, deduction or setoff whatsoever within ninety (90) days of the Rental Commencement Date; in addition, Tenant shall make a one-time total capital contribution of Twenty Thousand Dollars (\$20,000) which sum may be spent at the discretion of the Parks Department for the benefit of the Veterans Memorial Park. This amount shall be included with Tenant's initial rental payment. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expenses of any nature whatsoever relating to this Lease or ownership or operation of the Equipment Storage Facility, Tower, Property, Leased Premises or Communications Equipment, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Adjustment to Annual Rent. Upon the second anniversary of the Rental Commencement Date (hereinafter referred to as the "Adjustment Date") and upon each anniversary of the Adjustment Date thereafter during the Term of this Lease or any renewal hereof, the Annual Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for All Urban Consumers, All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor hereinafter referred to as "C.P.I.". On the Adjustment Date, the Annual Rent payable for the then current Annual Rent shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month which is sixty (60) days prior to the Adjustment Date, and, the denominator of which shall be the CPI value for the month of the preceding year which is the month sixty (60) days prior to the Rental Commencement Date. In no event shall the Annual Rent after adjustment be less than One Hundred Three Percent (103%) of the Annual Rent for the immediately preceding period. In the event that during the Term of this Lease the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information chosen by the County.

Section 2.03 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent," whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County relating to the Annual Rent.

Section 2.04 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes. Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent even though the applicable statute or ordinance may propose to impose such tax against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Equipment Storage Facility, Tower, Property, Leased Premises or Tenant's Communications Equipment, Tenant's leasehold interest or Tenant's Alterations and personal property attributable to Tenant's Lease. If there are other taxable users, Tenant shall pay its pro rata share of the taxes, and, each other user shall pay its pro rata share of the taxes.

Section 2.05 Unpaid Fees, Holdover. In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Board of County Commissioners [currently set at one and one-half percent (1.5 %) per month] shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease, subject to applicable cure periods set forth in this Lease, or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to vacate and relinquish possession of the Leased Premises at the expiration or earlier termination of this Lease, Tenant shall be liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes.

Section 2.06 Amount of Security Deposit. Tenant, simultaneously with its execution of this Lease, has deposited with the County the sum of Five Thousand Dollars (\$5,000) (the "Security Deposit"). The Security Deposit may be commingled with other funds of County, and County, shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant beyond any applicable cure period(s), then the County, at its option, may appropriate and apply the Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all actual loss or damage sustained or suffered by County due to such default or failure on the part of Tenant. Should any portion of the Security Deposit be so appropriated and applied by County, then Tenant shall, upon the demand from County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within thirty (30) days after receipt of such demand shall constitute a default of this Lease. At the expiration of this Lease, provided Tenant is not then in default of any terms, covenants, and conditions of this Lease and Tenant has paid all sums payable by Tenant to County hereunder, the Security Deposit shall be returned in full to Tenant within thirty (30) days of such expiration.

Section 2.07. Transfer of Deposit. County may deliver the Security Deposit to the purchaser of County's interest in the Property, in the event that such interest shall be sold, and thereupon County shall be discharged from any further liability with respect to such Security Deposit and this Lease.

Section 2.08. Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III INSTALLATION OF COMMUNICATIONS EQUIPMENT

Section 3.01. Tenant's Work.

(a) **Initial Installation.** Attached hereto as Exhibit "D" and "E" are exhibits describing the Equipment Storage Facility, Tower and Communications Equipment and conceptual plans and specifications for the proposed installation thereof by Tenant (such conceptual plans and specifications to reflect at a minimum Tenant's requirements regarding the number and location of antennas, equipment, cabling and cable runs, power, and backup power). Prior to commencing construction of the Equipment Storage Facility and Tower and installation of the Communications Equipment, Tenant shall submit detailed plans and specifications for the construction and installation of the Equipment Storage Facility, Tower, and Communications Equipment to the Property & Real Estate Management Division of County ("PREM") for written approval prior to submission for building permits. Upon approval by PREM, the detailed plans and specifications shall be referred to as the "Approved Plans". Tenant shall perform all of its construction and installation activities in accordance with the Approved Plans. Tenant shall submit as-built design and construction plans and specification in accordance with the Approved Plans within thirty (30) days of receipt of the certificate of completion.

(b) **Alterations.** Tenant shall not at any time construct or install any additional antennas or equipment or make any improvements, additions, modifications or alterations other than those approved by County pursuant to Section 3.01(a) hereof without the prior written consent of County, which consent may be withheld in the sole discretion of County. Notwithstanding the foregoing, Tenant acknowledges that the condition of the Property and Leased Premises, and the compatibility of Tenant's Communications Equipment therewith is a major factor in County's review and approval of Tenant's initial Communications Equipment and that County shall have sole and exclusive discretion in approving or denying the installation of additional communications equipment or modification of the existing Communications Equipment based solely on aesthetics. In the event Tenant proposes to construct any installation, alteration, improvement, or modification of its antennas or equipment other than those permitted by the Approved Plans, Tenant shall submit to County conceptual plans and specifications for such proposed antennas and/or equipment (the

"Alterations"). In the event County approves such Alterations, Tenant shall prepare and submit to County for approval detailed plans as required by Section 3.01(a) and otherwise comply with the terms of this Article III. All Alterations, including improvements, additions and modifications constructed by Tenant shall be deemed a part of the Communications Equipment, and, upon expiration or earlier termination of this Lease, shall, at the sole discretion of the County, be removed by Tenant and Tenant shall repair any damage caused by the installation, use, maintenance or removal of the Communications Equipment and Alterations, using materials of like kind and quality. If Tenant is required to remove the Tower, Tenant shall remove the foundation one foot (1') below grade. At the option of County, upon expiration or earlier termination of this Lease, Tenant shall leave the Equipment Storage Facility, Tower, improvements, additions and Alterations.

(c) Governmental Approvals. Tenant shall obtain, at Tenant's sole cost and expense, all other approvals, including but not limited to County, state and federal permits and consents necessary for construction of the Equipment Storage Facility and Tower, and, installation of Tenant's Communications Equipment and shall further be responsible for all conditions which may be imposed in connection with such approvals. Tenant acknowledges that County's approval of the conceptual and detailed design and construction plans as aforesaid is for consistency with the terms, conditions and intent of this Lease only and in no way constitutes regulatory approval by the County thereof. Tenant also acknowledges that it will not use this Lease, or the requirements of this Lease, as a basis for argument that Tenant should be relieved of, or have modified conditions and/or interpretations of any regulatory requirements. Nothing contained herein shall be construed to alter, limit or eliminate the obligation of the parties to comply with applicable ordinances, statutes and laws relating to such approvals. County shall execute such applications and/or consents as may be reasonably required to facilitate the issuance of permits and approvals for the Equipment Storage Facility, Tower and Tenant's installation of the Communications Equipment.

(d) General Installation Guidelines. All work performed by Tenant pursuant to this Lease shall be performed by Tenant at Tenant's sole cost and expense, shall be performed only by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion substantially in accordance with the plans and specifications attached hereto as Exhibits "D" and "E" and the Approved Plans, and all applicable governmental laws, regulations, rules, codes and orders. Tenant, its contractors, subcontractors, laborers, materialmen, suppliers and professionals shall exercise diligent care and caution in the installation, construction, maintenance, and repair of the Communications Equipment or any appurtenances thereto, in order to avoid damage to the Equipment Storage Facility and Tower. In the event of such damage, Tenant shall promptly repair said damage using materials of like kind and quality, restoring it to its condition prior to damage by Tenant, at Tenant's sole cost and expense. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right at any time during the Term of this Lease to make routine and necessary repairs (including replacements if necessary) to Tenant's Communications Equipment. Tenant agrees and acknowledges that all work performed by Tenant pursuant to this Lease is performed and accomplished solely for the benefit and convenience of Tenant and not for the benefit of County, such work being nonetheless subject to each and every provision of this Lease and shall be performed to the satisfaction of County. Additionally, all such work shall be performed in a manner which avoids damage to other communication users in the Equipment Storage Facility or on the Tower.

(e) Construction Bonds. Tenant shall ensure that construction of the Equipment Storage Facility and Tower and installation of the Communications Equipment and Alterations, and any other work performed by Tenant at the Property, is performed to completion in accordance with the Approved Plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising under this Section 3.01(e).

(f) Contractor Requirements. Tenant shall also require contractors to furnish County a payment and performance bond for the benefit of County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also

require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonably determines to be necessary.

(g) **No Liens.** Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date Tenant received notice of such filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF BY TENANT

Section 4.01 Use. Tenant shall exercise the rights granted hereunder solely and exclusively for installation, operation and maintenance of the Equipment Storage Facility, Tower and Communications Equipment. The frequencies to be utilized at the Leased Premises by Tenant are set forth in Exhibit "F" attached hereto (hereinafter the "Frequencies"). Tenant shall not utilize any frequencies at the Leased Premises not designated on such exhibit for Tenant's use without the prior written consent of County, which shall not be unreasonably withheld and shall be subject to the provisions of Section 4.02 hereof. Tenant shall not use, or suffer the use of the Leased Premises for any other use, business, or purpose other than those specifically permitted hereby. County reserves the right to use the Tower, at no charge to County, so long as County does not interfere with Tenant or any other communication user as set forth in Section 4.02 below.

Section 4.02 Interference. The parties mutually agree not to cause any interference with the communications equipment of the other party or any third party using the Equipment Storage Facility or Tower for purposes of operating communications equipment ("Third Party Communications User"), and agree not to utilize or otherwise interfere with a frequency not allocated to such party on Exhibit "F" of this Lease (or in the case of a Third Party Communications User, a frequency not allocated to such party in its agreement with County), as the same may be amended from time to time. County, Tenant and Third Party Communications Users are collectively referred to herein as "Communications Users". No Communications User shall modify its communications equipment, including, without limitation, any antenna or associated combined multicoupler, cross band couplers, or other components of said party's receive and transmit antenna systems, in a manner which reduces either the reception capacity or transmission capability of the communications equipment of any other Communications User. For purposes of this Section 4.02, which shall be referred to herein as the "Interference Provision", a Communications User will be deemed an "Interfering Party" if it introduces any activity or change, modification, or addition to its communications equipment, or its use of the Equipment Storage Facility or Tower or power supply, that interferes with the then existing communications equipment or effective operation thereof of any other Communications User ("Affected Communications User"), or otherwise interferes with a frequency not allocated to such party on Exhibit "F" of this Lease (or in the case of a Third Party Communications User, a frequency not allocated to such party in its agreement with County), as the same is amended from time to time. In the event of any such interference, the Interfering Party, upon receipt of written notice of a violation of the Interference Provision ("Interference Notice"), shall immediately take all steps necessary at its sole cost to correct and eliminate such interference and to cause its communications equipment to operate within its designated frequencies. In the event the Interfering Party is unable to cure such interference within forty-eight (48) hours after receipt of

an Interference Notice, the Interfering Party shall immediately shut down power to its communications equipment causing the interference, or otherwise stop the activity causing the interference, until such time as the interference has been cured to the reasonable satisfaction of the Affected Communications User(s); provided, however, after expiration of the initial forty-eight (48) hours, the Interfering Party shall be allowed to temporarily turn on power to the communications equipment which caused the interference for intermittent testing purposes only. The Interfering Party's failure to comply with this Interference Provision shall constitute a material default under this Lease (or in the case of a Third Party Communications User, under its agreement with County). Prior to installation of any communications equipment in the Equipment Storage Facility or Tower utilizing a frequency other than identified in Exhibit "F" of this Lease (or in the case of a Third Party Communications User as identified in its agreement with County), the party proposing such installation shall obtain at its sole cost and expense an intermodulation study performed by a licensed engineer to determine the compatibility of the communications equipment to be installed and frequencies to be utilized with the communications equipment then existing in the Equipment Storage Facility or Tower and the frequencies allocated to any Communications Users other than the party proposing such installation. Copies of said intermodulation studies shall be provided to all Communications Users not less than sixty (60) days prior to installation of the communications equipment utilizing such additional frequencies. Any Communications User shall be entitled to respond with any comments or objections they may have with respect to the proposed installation within thirty (30) days of receipt of the intermodulation study. The failure to timely respond with objections to the proposed installation will operate as an absolute waiver of the right to subsequently object to the frequencies and equipment identified in the intermodulation study. In the event the intermodulation study indicates that said communications equipment will interfere or is likely to interfere with a then existing Communications User's communications equipment or any of the equipment identified in a Communications User's agreement with County and/or the frequencies identified in Exhibit "F" of this Lease (or in the case of a Third Party Communications User, as identified in its agreement with County), or any communications equipment then being operated at the Equipment Storage Facility or Tower, then such party shall not proceed with said installation unless a plan to mitigate the interference is agreed upon by the Affected Communications User(s). Upon receipt of the intermodulation study evidencing that the additional communications equipment/frequencies will not cause interference and expiration of the time-frame for responding with objections, or having received objections, upon satisfactory resolution of those objections, this Lease (or in the case of a Third Party Communications User, its agreement with County) will be revised by County, in the form of an amendment to such Communications Users' agreement with County and submitted to all such parties for execution, which execution shall not be unreasonably delayed or withheld. Notwithstanding anything contained in Article XII to the contrary, violation by a Communications User of the provisions of this Interference Provision (provided this Interference Provision is included in such Communications Users' agreement with County) shall constitute an immediate event of default under its agreement with County enforceable in equity by injunction and/or specific performance. County hereby agrees to include the provisions of this Interference Provision in any future agreement granting Third Party Communications Users the right to install communications equipment on or within the Equipment Storage Facility and Tower and Tenant shall be deemed a third party beneficiary of said provisions and shall have the same rights to enforce said provisions as County, at Tenant's sole cost and expense. County shall have no liability or obligation to Tenant to seek to enforce the terms of this Interference Provision against any Third Party Communications User (other than to include this Interference Provision in any future agreements with Third Party Communications Users) and Tenant releases County from and waives any and all claims against County with respect thereto (except that this release and waiver shall not apply in the event of County's failure to include this Interference Provision in any future Third Party Communications User's agreement with County) and agrees to pursue enforcement of this Interference Provision directly against such Third Party Communications User as a result of being a third party beneficiary, without joinder of or naming County as a party to any such proceeding, unless required to do so by a court of competent jurisdiction. Tenant hereby acknowledges and agrees that Third Party Communications Users shall be deemed to be third party beneficiaries hereof entitled to enforce the provisions of this Interference Provision directly against Tenant. In the event of interference with another party's use of the Equipment Storage Facility or Tower unrelated to the operation of Communications Equipment, the interfering party shall take immediate steps to remedy the interference. Nothing contained in this Interference Provision shall be construed to alter Tenant's obligation to obtain County's approval pursuant to Article III of any equipment installations, improvements or alterations.

Section 4.03 Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon or within the Park, Property or Leased Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which interferes with County's or any third parties' quiet enjoyment of the Park, Property or Leased Premises or results in damage to the Equipment Storage Facility or Tower or which may affect County's fee interest in the Property or results in an unsightly condition. Tenant shall cause any and all trash or discarded materials, including but not limited to construction materials used and/or generated by Tenant, to be removed from the Park, Property and Leased Premises at Tenant's sole cost and expense immediately.

Section 4.04 Governmental Regulations. Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to Tenant's use of the Park, Leased Premises, or the Property generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section, unless Tenant's failure results from the acts or omissions of County or its agents, employees or contractors.

Section 4.05 Non-Discrimination. Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability with respect to any activity occurring under this Lease.

Section 4.06 Surrender. Upon termination or expiration of this Lease, Tenant, at its sole cost and expense shall remove the Communications Equipment and Tenant's personal property, removable fixtures, equipment and Alterations from the Equipment Storage Facility and Tower and shall repair any damage caused by the installation, use, maintenance or removal of the same, using materials of like kind and quality. In accordance with Section 16.22 below, upon termination or expiration of this Lease, County has the right to require Tenant to remove the Equipment Storage Facility and/or Tower. If County requires Tenant to remove the Tower, Tenant shall remove the foundation one foot (1') below grade. At the sole option of County, the Tower shall become the property of County.

Section 4.07 Hazardous Substance. For purposes hereof, "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Tenant shall not use, maintain, store or dispose of any Hazardous Materials, chemicals or other agents used or produced in Tenant's operations, at the Property, in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the disposal of Hazardous Materials upon the Park, Property or Leased Premises or upon adjacent lands and shall operate and occupy the Property in compliance with all Environmental Laws.

Any disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Property, or emanating from the Property, or onto adjacent lands, as a result of Tenant's, or Tenant's agents, contractors or employees exercise of the rights granted by this Lease.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation of Environmental Laws or the disposal of any Hazardous Materials by Tenant, or Tenant's agents, contractors or employees. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE

Section 5.01 Responsibility of Tenant. Tenant shall keep and maintain the Property, Communications Equipment, the Equipment Storage Facility and Tower, and all Alterations, in good condition and repair and in a clean condition, free of refuse, trash, and rubbish, at Tenant's sole cost and expense. Tenant shall be responsible for any repairs caused by the negligent or intentional acts of Tenant or Tenant's employees, agents, or contractors. County shall have sole discretion to determine when and what maintenance, repairs and/or renovations Tenant shall perform. Notwithstanding the foregoing, Tenant may perform repairs and maintenance to its equipment that it deems necessary so long as Tenant complies with the terms of this Lease. Tenant shall provide County and other users with sixty (60) days advance notice of any such work which may reasonably be foreseen by Tenant to impact Tenant's, County's or other users' operations at the Property. The notice required under this Section shall describe in detail the type of work to be performed. Tenant shall cooperate with County and other users to devise a plan to permit such work and minimize the impact of such work to County and other users. Tenant shall be responsible for all costs associated with preparation of and implementation of such plan. Notwithstanding the foregoing, in the event of an emergency, County and Tenant shall have no duty to provide such advance notice as a result of undertaking any work necessary as a result of such emergency. For purposes of this Section 5.01, an "emergency" shall be defined as the occurrence of an event which threatens immediate harm to persons or property.

Section 5.02 County's Right to Inspect. County or County's agents shall have the right to visually inspect the Property, Leased Premises, Communications Equipment and Tenant's Alterations. County shall conduct such inspections in a manner which does not unreasonably interfere with or disrupt Tenant's operations.

ARTICLE VI INSURANCE

Section 6.01 Insurance. Tenant shall, at its sole expense, maintain in full force and effect at all times during the life of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease.

Section 6.02 Commercial General Liability. Tenant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department. This coverage shall be provided on a primary basis.

Section 6.03 Business Automobile Liability. Tenant shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

Section 6.04 Worker's Compensation Insurance & Employers Liability. Tenant shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. This coverage shall be provided on a primary basis.

Section 6.05 Additional Insured. Tenant shall cause County to be provided Additional Insured coverage equivalent to that provided by a CG 2026 Additional Insured - Designated Person

or Organization endorsement to the Commercial General Liability. This Additional Insured coverage shall extend to the interests of "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsements shall provide coverage on a primary basis.

Section 6.06 Waiver of Subrogation. Tenant by entering into this Lease, agrees to a Waiver of Subrogation for each required policy; provided, however, County acknowledges and agrees that Tenant does not agree to a waiver of subrogation for incidents that arise from the acts or omissions of County or its agents, employees or contractors. When required by the insurer, or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or voids coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 6.07 Certificate(s) of Insurance. Within fifteen (15) days following execution of this Lease by Tenant, Tenant shall deliver to County a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate (s) of Insurance should be mailed to and reference in the "CERTIFICATE HOLDER" box (ACCORD FORM or its equivalent) the following: Palm Beach County, Property & Real Estate Management, Attention Leasing, 3200 Belvedere Road, Bldg. 1169, West Palm Beach, FL 33406-1544.

Section 6.08 Umbrella or Excess Liability. If necessary, Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit of not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Section 6.09 Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to periodically (i) review, reject or accept any required certificates of insurance, including limits of coverages noted thereon, to the extent said certificates of insurance are not in compliance with this Article VI, and (ii) reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease. County further reserves the right, but not the obligation, to review and reject any insurer providing coverage because said insurer fails to maintain a rating of at least "A-V11" by AM Best rating service or failure to operate legally.

ARTICLE VII INDEMNIFICATION OF COUNTY

Tenant shall indemnify, defend and save harmless the County, from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease or any renewal hereof for any personal injury, loss of life and/or damage to property sustained in or about the Park, Property or Leased Premises, Equipment Storage Facility or Tower by reason or as a result of the use and occupancy of the Park, Property, Leased Premises, Equipment Storage Facility or Tower by the Tenant, its agents, employees, and contractors, and from and against any orders, judgements, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees at trial and on appeal, expenses and liabilities incurred in and about the defense of any such claim. In the event County shall be made a party to any litigation commenced against the Tenant as a result of Tenant's use of the Park, Property, Leased Premises, Equipment Storage Facility or Tower or by the Tenant against any third party relating to Tenant's use of the Park, Property, Leased Premises, Equipment Storage Facility or Tower, then Tenant shall indemnify, defend, and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding the foregoing, Tenant shall have no obligation pursuant to the immediately preceding sentence relating to claims or damages which are judicially determined to be solely attributable to County's negligent or intentional acts or omissions. Tenant

recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof according to the laws of the State of Florida. This section shall survive the termination of this Lease.

ARTICLE VIII DAMAGE OR DESTRUCTION

In the event the Equipment Storage Facility or Tower are destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same are rendered untenable, in whole or in part, Tenant shall commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County may, at its sole option, elect not to allow Tenant restore the Equipment Storage Facility or Tower but to terminate this Lease; in this event, County shall retain all insurance proceeds payable on account of such casualty as County's sole property. In the event the Communications Equipment, Equipment Storage Facility or Tower are damaged during the Term of this Lease and County does not exercise its right to terminate this Lease, Tenant shall promptly commence restoration thereof or alternatively may remove the damaged equipment from the Leased Premises. Notwithstanding anything herein to the contrary, in the event of damage by fire or other casualty that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Equipment Storage Facility or Tower or Property or Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations for more than ninety (90) days, then Tenant may at any time following such fire or other casualty terminate this Lease upon fifteen (15) days written notice to County; in this event, County shall retain all insurance proceeds payable on account of such casualty as County's sole property. Notwithstanding the foregoing, in the event such casualty is caused by the negligent or intentional acts of Tenant or its employees, contractors or agents, Tenant shall not have the right to terminate this Lease and shall be responsible for all costs to remedy the damage caused by such casualty not covered by Tenant's insurance. In the event either County or Tenant elects to terminate this Lease, Tenant shall vacate and surrender the area occupied by Tenant as required hereby, whereupon the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing. Annual Rent shall be prorated to the date of any such termination of this Lease and County shall refund any balance owing to Tenant promptly upon demand. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, collaterally assign, or encumber this Lease, in whole or in part, nor sublet or rent all or any portion of the Leased Premises nor grant any easements affecting the Property, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Notwithstanding the foregoing, Tenant may sublet space on the Tower as indicated in Section 1.01 to other tenants, subject to Section 4.02 above, without the prior written consent of County. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding the foregoing or anything in this Lease to the contrary, Tenant may sell, assign, or transfer this Lease or sublet the area occupied by Tenant without any approval or consent of County to Tenant's principal, affiliates, subsidiaries of its principal or affiliates, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. County may assign, mortgage, pledge, collaterally assign, or encumber this Lease, in whole or in part, without the prior written consent of Tenant.

ARTICLE X UTILITIES

Tenant is responsible for obtaining, and paying for all costs and charges for, all utilities that it may require. Tenant shall construct and/or install at its sole cost and expense, a separate meter for each user, measuring the consumption of electricity associated with Tenant's/other users' use of the Communications Equipment. The meters shall be in a location which is accessible by County. Tenant and other users shall pay Florida Power & Light for their respective utility charges. Tenant shall also be responsible for and pay for exterior lighting of the Equipment Storage Facility. Tenant shall be responsible for all costs incurred by County in repairing any damage to the meters and appurtenances caused by the negligent or intentional acts of Tenant or Tenant's employees, agents or contractors, and Tenant shall reimburse County for all said costs within thirty (30) days after demand therefore. Said demand shall include an invoice detailing the reasonable repair costs. Notwithstanding anything herein to the contrary, in no event shall County be liable for any interruption of power or other utility service to the Leased Premises.

ARTICLE XI ACCESS

Tenant shall have the right to enter upon the Property at all times twenty-four (24) hours a day, seven (7) days a week in order to gain access to its Communications Equipment. Tenant shall comply with any reasonable security procedures established by County to prevent unauthorized access to the Communications Equipment and the Property generally. Tenant and County shall each designate emergency contact personnel to notify in case of an emergency requiring access to the Communications Equipment.

ARTICLE XII DEFAULT

Section 12.01 Default by Tenant. The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the due date for said payment; (ii) Tenant's failure to perform or observe any other term, covenant, or condition of this Lease on Tenant's part to be performed hereunder and such failure continues for a period of more than thirty (30) days after the date Tenant receives written notice from County notifying Tenant of the specific failure, provided, however, Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within sixty (60) days; or (iii) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 12.02 Default by County. County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XIII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE XIV QUIET ENJOYMENT

Section 14.01 Upon payment by the Tenant of the Annual Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the rights granted hereunder for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XV CONDEMNATION

If the Property or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and, upon request, shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses and business damages. In the event of a total taking of the Property, this Lease shall terminate upon the date title vests in the condemning authority. In the event of such termination, the Annual Rent shall be prorated to the date of termination. County shall refund any remaining balance to Tenant after Tenant has vacated the Property and complied with all of its obligations arising hereunder prior to such termination, or as a result of such termination. Thereafter, the parties shall be relieved of all further obligations hereunder. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Annual Rent shall be abated on a pro rata basis. In the event of a temporary taking, Annual Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Property temporarily taken. After such period, Annual Rent shall be restored to the Annual Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Property or Leased Premises or improvements or otherwise perform any work upon same as a result of any such taking.

In the event of condemnation of the Equipment Storage Facility or Tower or any portion thereof, and, if such condemnation may reasonably be expected to disrupt Tenant's operations at the Leased Premises for more than forty-five (45) days, Tenant may terminate this Lease upon fifteen (15) days written notice to County. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. Termination of this Lease shall not affect Tenant's obligations under this Lease arising prior to such termination.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Entire Agreement. This Lease and any Exhibits attached hereto and forming a part hereof, as if fully set forth herein, constitute all agreements, conditions and understandings between County and Tenant. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 16.02 Notices. All notices, consents, approvals, demands and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be

delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Tenant at:
- | | | |
|--|---|---|
| Sprint Nextel Law Dept.
Mailstop: KSOPHTO1O1-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020 | & | Sprint Nextel Property Services
Mailstop KSOPHTO1O1-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650 |
|--|---|---|

- (b) If to the County at:
Property and Real Estate Management
Attn.: Director
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

with copies to:
Palm Beach County
Attn.: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Parks and Department
2700 Sixth Avenue, South
Lake Worth, Florida 33461
Attn.: Dennis Eshleman, Director

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 16.03 Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16.04 Broker's Commission. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 16.05 Waiver. The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant. No waiver of any provision of this Lease shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Section 16.06 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 16.07 Governing Law. This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 16.08 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 16.09 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 16.10 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16.11 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.12 Effective Date of Agreement. This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Section 16.13 Force Majeure. Any party delayed by a Force Majeure Event, as defined herein, in performing under this Lease shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Lease. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, or labor dispute.

Section 16.14 Default. In the event Tenant fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Section 16.15 Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

Section 16.16 Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

Section 16.17 Headings. The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 16.18 Amendment. This Lease may be modified and amended only by written instrument executed by the parties hereto.

Section 16.19 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

Section 16.20 Public Entity Crimes. As provided in Florida Statutes 287.132-133, Tenant hereby certifies that, to its knowledge, neither it, nor its affiliates, agents, contractors, employees, or suppliers who will perform work under this Lease have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) month

period immediately preceding the Commencement Date of the Term of this Lease. This certificate is required pursuant to Florida Statute 287.133(3)(a).

Section 16.21 Tenant's Property. County agrees and acknowledges that all of the Communications Equipment and personal property of Tenant shall remain the personal property of Tenant, and, upon expiration or earlier termination of this Lease, shall be removed by Tenant and Tenant shall repair any damage caused by the installation, use, maintenance or removal of the same, using materials of like kind and quality.

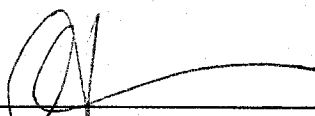
Section 16.22 Ownership Of Equipment Storage Facility, Tower And Alterations. All right, title and interest in and to the Equipment Storage Facility, Alterations and appurtenances thereto constructed by Tenant, excluding Tenant's communication equipment, cables, antennas and personal property, shall automatically vest in County upon completion of construction. Title to the Tower shall vest in County upon the expiration or earlier termination of this Agreement. Tenant shall, at its sole cost and expense, execute and deliver a bill of sale for the Equipment Storage Facility, Alterations and appurtenances, quit claiming all of Tenant's interest in same to County, within ninety (90) days of completion of construction. Notwithstanding the foregoing, County, at its sole option, may direct Tenant to remove, any or all of, the Equipment Storage Facility, Alterations and appurtenances and Tower upon the expiration or termination of this Lease. If Tenant is required to remove the Tower, Tenant shall remove the foundation one foot (1') below grade.

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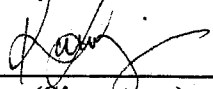
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

Signed in the Presence of:

WITNESS:


(Signature)

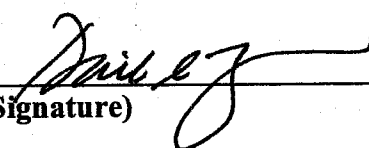
JIM VELA
(Print name of witness)


(Signature)

KATIE LEBOVITZ
(Print Name of Witness)

Date of Execution: _____

Sprint Spectrum, LP
d/b/a Sprint PCS

By: 
(Signature)

Name: David Wong
Title: Area Manager, Site Development

(SEAL)

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONER

By: _____
Deputy Clerk

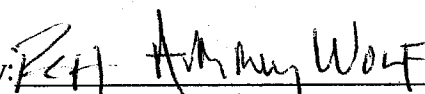
By: _____
Tony Masilotti, Chairman

(Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

SCHEDULE OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION OF PARK
EXHIBIT "B"	-	THE PROPERTY
EXHIBIT "C"	-	THE LEASED PREMISES
EXHIBIT "D"	-	EQUIPMENT LOCATIONS/ARCHITECTURAL ELEVATIONS
EXHIBIT "E"	-	PHOTO SIMULATIONS
EXHIBIT "F"	-	FREQUENCIES

EXHIBIT "A"

LEGAL DESCRIPTION OF PARK

PARENT TRACT DESCRIPTION:

(PROVIDED BY CLIENT)

ALL OF TRACTS 5, 6, 7, AND 8 BLOCK 81, OF PALM BEACH FARMS CO PL 3, PLAT BOOK 2, PAGE 45-54, LESS THE NORTH 26 FEET OF TRACT 5 BLOCK 81, AS RECORDED IN PALM BEACH COUNTY RECORDS, PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

THE PROPERTY

THE PROPERTY

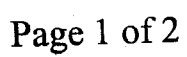
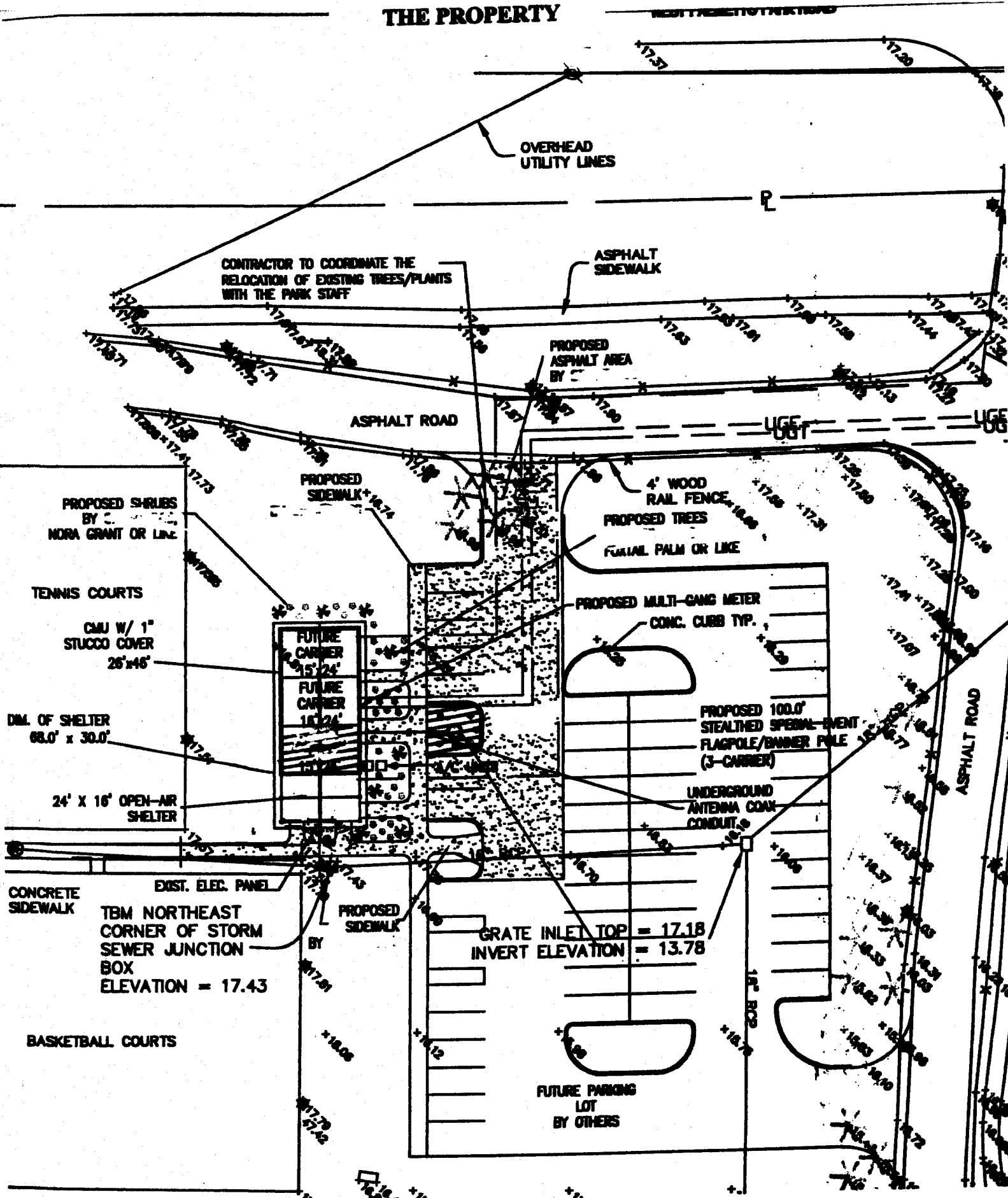


EXHIBIT 'B'

THE PROPERTY



SITE PLAN

SCALE: 1"=40'

EXHIBIT "C"

THE LEASED PREMISES

DESCRIPTION OF EQUIPMENT LEASE PARCEL:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY OF PALMETTO PARK ROAD AND THE NORTHWEST CORNER OF TRACT 5 OF SAID PALM BEACH FARMS PLAT, THENCE, BEARING SOUTH 55°14'16" WEST, A DISTANCE OF 292.28 FEET TO A POINT, THE POINT OF BEGINNING.

THENCE, BEARING SOUTH 90°00'00" WEST, A DISTANCE OF 24.00 FEET TO A POINT;
THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 16.00 FEET TO A POINT;
THENCE, BEARING NORTH 90°00'00" EAST, A DISTANCE OF 24.00 FEET TO A POINT;
THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 16.00 FEET TO A POINT;
THE POINT OF BEGINNING

THIS PARCEL: Perimeter: 80.00 Area: 384 sq. ft. 0.01 acres, MORE OR LESS.

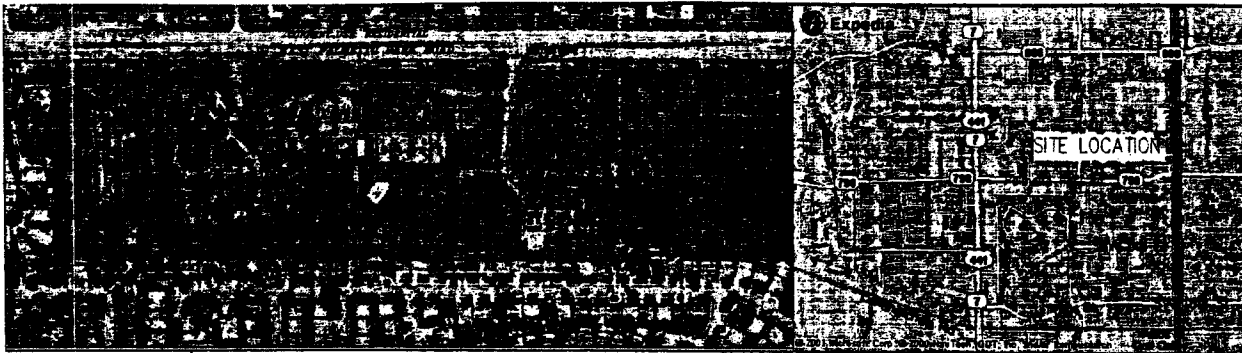
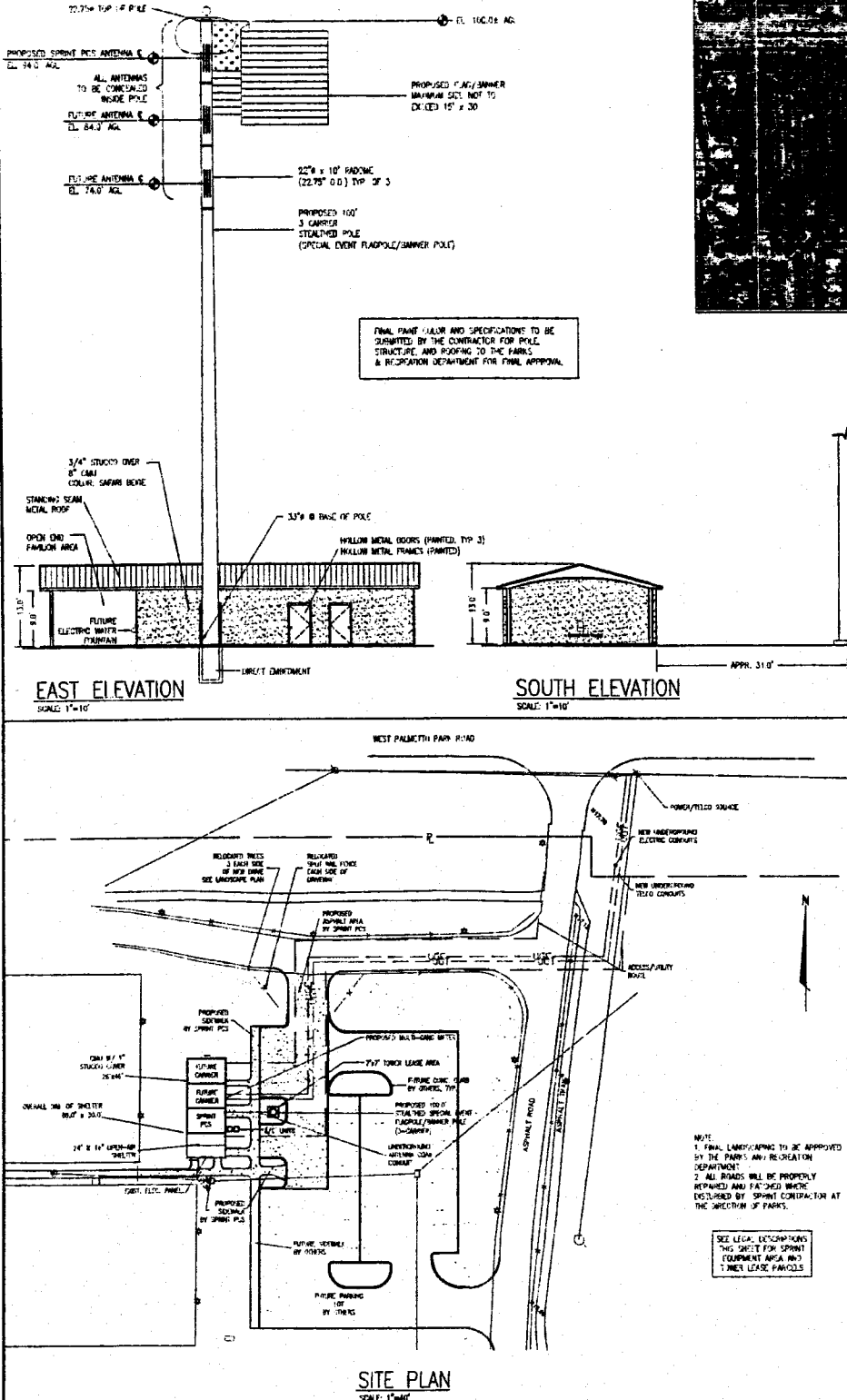
DESCRIPTION OF TOWER LEASE PARCEL:

COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY OF PALMETTO PARK ROAD AND THE NORTHWEST CORNER OF TRACT 5 OF SAID PALM BEACH FARMS PLAT, THENCE, BEARING SOUTH 54°10'42" WEST, A DISTANCE OF 292.28 FEET TO A POINT, THE POINT OF BEGINNING.

THENCE, BEARING SOUTH 00°00'00" EAST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING SOUTH 90°00'00" WEST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING NORTH 00°00'00" WEST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING NORTH 90°00'00" EAST, A DISTANCE OF 7.00 FEET TO A POINT;
THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 28.00 Area: 49 sq. ft. 0.001 acres, MORE OR LESS

EXHIBIT "D"



SECTION 27, TOWNSHIP 43 SOUTH, RANGE 42 EAST
VETERANS PARK
MIS4XC062

LINE	SCOT	PROVID
	150.0'	+/- 174.1'
	150.0'	+/- 479.9'
	150.0'	+/- 535.1'
	150.0'	+/- 1138.9'
Y LINE		+/- 145.0'
		+/- 456.0'
		+/- 571.0'
		+/- 1088.0'

SEPARATION FROM NEAREST TOWER:
THERE ARE NO EXISTING TOWERS WITHIN A 1 MILE RADIUS OF PROPOSED SITE.

DISTANCE TO NEAREST RESIDENTIAL STRUCTURE
NORTH - APPROX. 374.1'
SOUTH - APPROX. 479.9'

195%	OWNER:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PROPERTY & REAL ESTATE MANAGEMENT 3323 BELVEDERE ROAD, #3406 WEST PALM BEACH, FL 33406 (561) 233-0200
0.5%		
0.1%		
0.2%	APPLICANT:	SPRINT PCS 1357 HEDGEHOG ROAD, SUITE 100 ROSWELL, GA 30076
0.005%		
0.0%		

DRAINAGE STATEMENT: THE PROPOSED DEVELOPMENT DOES NOT
 SIGNIFICANTLY IMPACT CURRENT DRAINAGE PATTERNS. ALL PROPOSED
 SPOT ELEVATIONS SHALL BE SET SUCH THAT DRAINAGE PATTERNS
 OF THE FUTURE PARKING LOT WILL BE UNDISTURBED.

PROPERTY CONTROL - 08-42-43-27-05-81-0051
 08-42-43-27-05-81-0081
 08-42-43-27-05-81-0080

ZONING CLASSIFICATIONS/USES			
SITE AREA	PO/COUNTY PARK	EAST	PO/COUNTY PARK
NORTH	RS-35/RESIDENTIAL		(BEYOND COUNTY PARK IS RESIDENTIAL
SOUTH	RM/RESIDENTIAL	WEST	PO/COUNTY PARK
			(BEYOND COUNTY PARK IS RESIDENTIAL

LOCATION SKETCH
SCALE: NONE

LEWIS RODRIGUEZ
NED SIMON
PETE PALMER

12.05.02

[illegible]

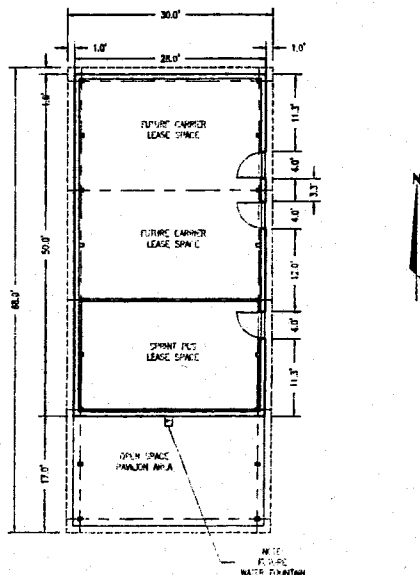
APPROVALS

PROJECT MANAGER _____ DATE: _____
SPRINT _____ DATE: _____
PROPERTY OWNER _____ DATE: _____

VETERANS
MEMORIAL
PARK
MI54XC062

SCALE:	AS SHOWN
DESIGNED BY:	K. KAMINSKI-DEYER
DRAWN BY:	B. BELLENJ
APPROVED BY:	P. PALMER
DATE:	8/1/72

AVOIDS PROJECT NUMBER TPO01306.00001 PALM BEACH COUNTY PROJECT NO.	
DIVING NUMBER Z-1	
1	1 OF



BUILDING FLOOR PLAN
SCALE: 1"=10'

DESCRIPTION OF PARENT TRACT AREA
& PROPOSED DEVELOPMENT AREA

PARENT TRACT DESCRIPTION:
(PROVOKED BY CLIENT)
ALL OF TRACTS 5, 6, 7, AND 8 BLOCK 81, OF PALM BEACH FARMS CO PL 3, PLAT
BOOK 2, PAGE 45-54, LESS THE NORTH 20 FEET OF TRACT 5 BLOCK 81, AS
RECORDED IN PALM BEACH COUNTY RECORDS, PALM BEACH COUNTY, FLORIDA.

DESCRIPTION OF SPRINT EQUIPMENT LEASE PARCEL:
COMMENCE AT A POINT ON THE SOUTH SIDE-OF-WAY OF PALMETTO PARK ROAD AND
THE NORTHWEST CORNER OF TRACT 3 OF 300 PALM BEACH FARMS PLAT, THENCE,
BEARING SOUTH 50°14'16" WEST, A DISTANCE OF 292.28 FEET TO A POINT, THE POINT
OF BEGINNING;
THENCE, BEARING SOUTH 80°00'00" WEST, A DISTANCE OF 24.00 FEET TO A POINT;
THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 24.00 FEET TO A POINT;
THENCE, BEARING NORTH 80°00'00" EAST, A DISTANCE OF 24.00 FEET TO A POINT;
THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 16.00 FEET TO A POINT;
THE POINT OF BEGINNING

THIS PARCEL: Perimeter: 80.00 Area: 384 sq. ft. 0.01 acres, MORE OR LESS.

DESCRIPTION OF SPRINT TOWER LEASE PARCEL:
COMMENCE AT A POINT ON THE SOUTH PORTION-OF-WAY OF PALMETTO PARK ROAD AND THE NORTHWEST CORNER OF TRACT 9 OF SAND PALM BEACH FARMS PLAT, THENCE, BEARING SOUTH 84°14'42" WEST, A DISTANCE OF 292.28 FEET TO A POINT, THE POINT OF BEGINNING.
THENCE, BEARING SOUTH 00°00'00" EAST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING NORTH 90°00'00" WEST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 7.00 FEET TO A POINT;
THENCE, BEARING NORTH 90°00'00" EAST, A DISTANCE OF 7.00 FEET TO A POINT;
THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 28.00 Area: 48 sq. ft. 0.001 acres, MORE OR LESS

DESCRIPTION OF INGRESS/EGRESS
AND UTILITY ROUTE

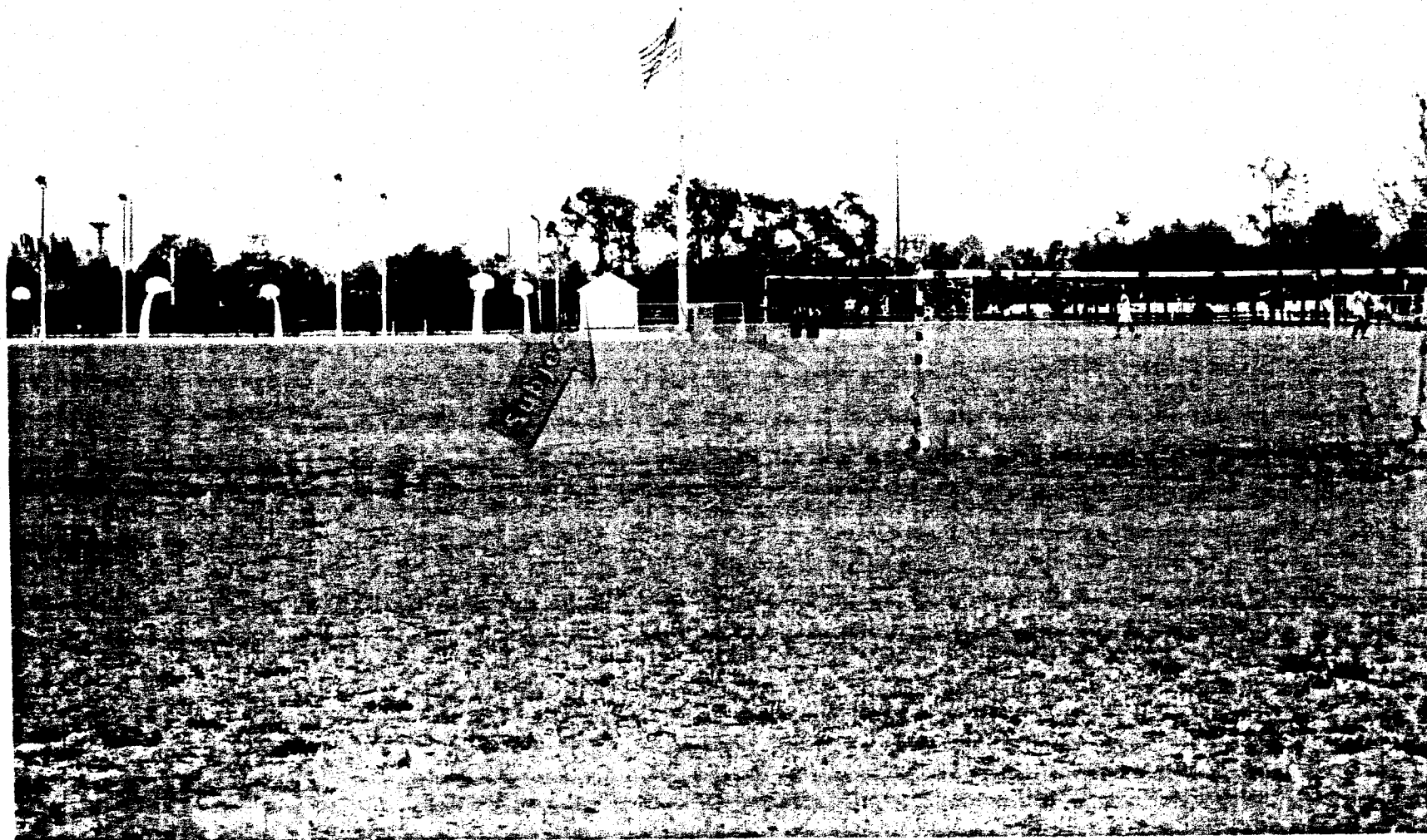
DESCRIPTION OF ACCESS AND UTILITY NON-EXCLUSIVE ROUTE:
 COMMENCE AT A POINT ON THE SOUTH RIGHT-OF-WAY OF PALMETTO PARK ROAD AND
 THE NORTHWEST CORNER OF TRACT 2 OF SHAD PALM BEACH FARMS PLAT, THENCE,
 BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 7.00 FEET TO A POINT,
 BEARING SOUTH 00°00'00" EAST, A DISTANCE OF 24.78 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 30.98 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 10.08 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 60.82 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 10.08 FEET TO A POINT,
 THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 14.22 FEET TO A POINT,
 THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 15.27 FEET TO A POINT,
 THENCE, BEARING NORTH 00°00'00" EAST, A DISTANCE OF 15.27 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 26.25 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 60.82 FEET TO A POINT,
 THENCE, BEARING SOUTH 00°00'00" WEST, A DISTANCE OF 24.78 FEET TO A POINT,

THIS PARCEL: Perimeter: 580.47 Area: 11,547 sq. ft. 0.27 acres. MORE OR LESS.

**ZONING APPROVAL PLAN
NOT FOR CONSTRUCTION**

EXHIBIT "E"
PHOTO SIMULATIONS

EXHIBIT "E"
PHOTO SIMULATIONS



VIEW FROM SOUTH
SPRINT
VETERANS MEMORIAL PARK
PHOTO SIMULATION

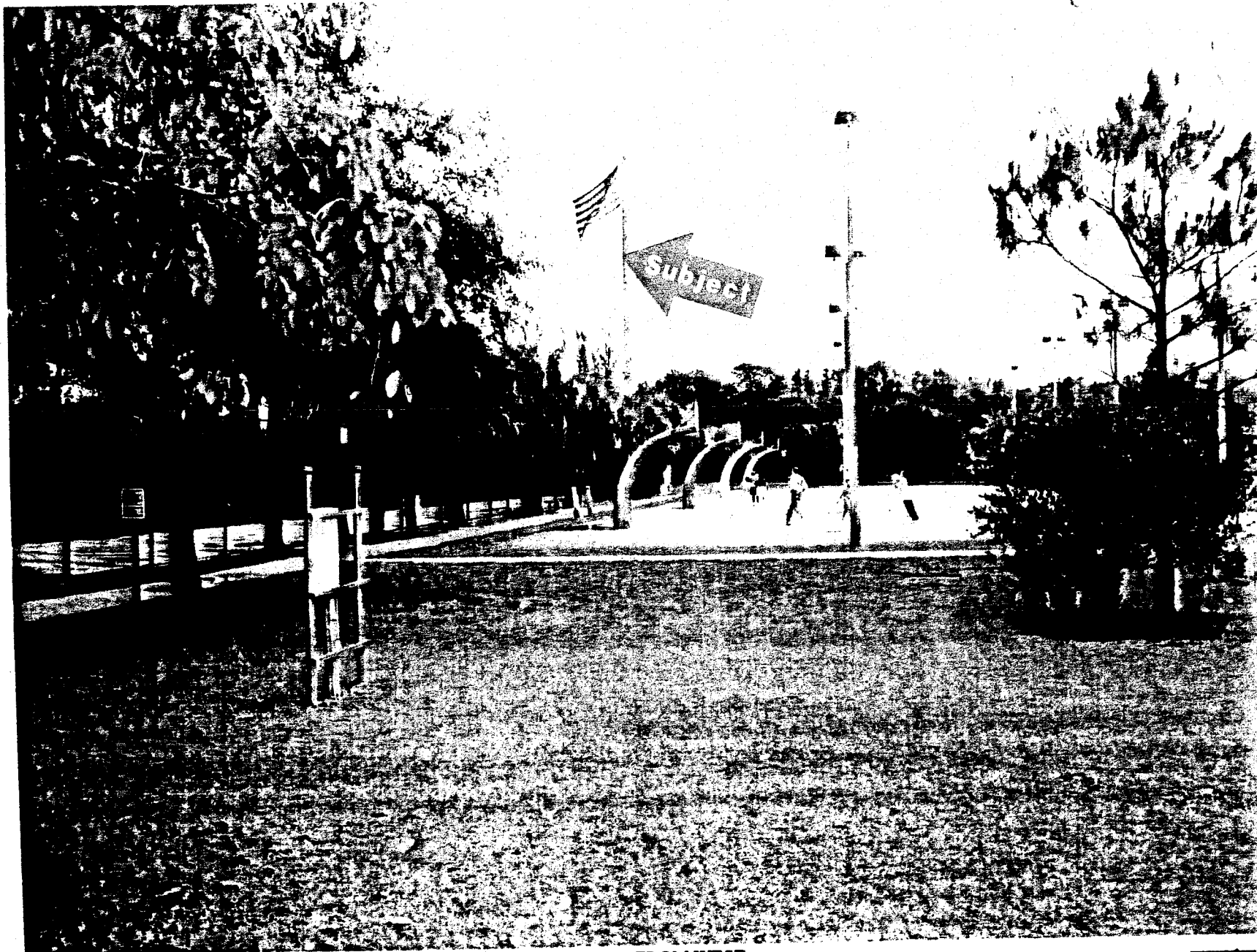
For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

Created By: Mike Murphy


Technologies, Inc.

EXHIBIT "E"

PHOTO SIMULATIONS



VIEW FROM WEST

**SPRINT
VETERANS MEMORIAL PARK
PHOTO SIMULATION**

For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

Created By: Mike Murphy


Technologies, Inc.

EXHIBIT "E"
PHOTO SIMULATIONS



VIEW FROM EAST

SPRINT
VETERANS MEMORIAL PARK
PHOTO SIMULATION

For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

Created By: Mike Murphy


Technologies, Inc.

EXHIBIT "F"
FREQUENCIES



Sprint Nextel

1580 Sawgrass Corp Pkwy, Sunrise, FL 33351
Office: (954) 839-3663 Mobile: (954) 465-9767

Asif Rafiq

RF Engineer II

To: Palm Beach County

From: Asif Rafiq

Date: 05-18-06

Re: RF Statement

The intent of this letter is to confirm that the proposed Sprint telecommunication site (MI54XC062) located at 9400 PALMETTO PARK ROAD, Boca Raton, FL 33428, will be operating according to the guidelines given in the RF statement below.

RF Statement

The proposed installation is a radio transmitter base station located on 9400 PALMETTO PARK ROAD. It is a wireless communication facility operating in the A-Block PCS band (CDMA) and 800 MHz iDEN frequencies.

CDMA Frequencies (PCS A-Band):

Base Receive (RX) = 1850 to 1860 MHz

Base Transmit (TX) = 1930-1940 MHz

iDEN Frequencies:

Base Receive (RX) = 806.0125 to 820.9875 MHz and 896.01875 to 900.86875 MHz

Base Transmit (TX) = 851.0125 to 865.9875 MHz and 935.01875 to 939.86875 MHz

Power emissions from the proposed facility comply with FCC regulations and guidelines for radio frequency emissions and have been deemed safe for humans. Our signal shall be broadcasting from a secure antenna structure that will be mounted on the tower.

Best Regards,

Asif Rafiq
RF Engineer II
Sprint RF Engineering

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/1/2006

REQUESTED BY: Steven K. Schlamp, Property Specialist, FD&O - PREM

SENT TO: Tim Granowitz, Parks & Recreation

PROJECT NAME: Sprint (Veterans Park)

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

BUDGET ACCOUNT NO:

FUND 3600 DEPT: 581 UNIT: P458 OBJ: 4900 PROGRAM: _____

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	2006	2007	2008	2009	2010
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
RENT	_____	_____	_____	_____	_____
OPERATING COSTS	_____	_____	_____	_____	_____
MONTHLY UTILITIES	_____	_____	_____	_____	_____
EXTERNAL REVENUE	<u>-0-</u>	<u><\$104,000></u>	<u>-0-</u>	<u><\$43,260></u>	<u><\$44,558></u>
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ -0-</u>	<u><\$104,000></u>	<u>\$ -0-</u>	<u><\$43,260></u>	<u><\$44,558></u>

PROPOSED BCC MEETING DATE: 9/12/2006

BAS APPROVED BY:  DATE: _____

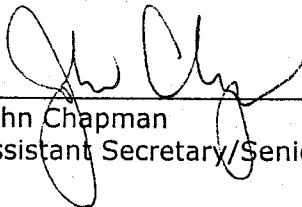
G:\Property \fgmt Section\In Lease\Sprint Veterans Park\BAS.Lease.080106.doc

ATTACHMENT #5

CERTIFICATE

The undersigned, the duly authorized Assistant Secretary/Senior Counsel of Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), does hereby certify that David Wong, Site Development Manager, is authorized to execute on behalf of Sprint that certain Lease Agreement between Palm Beach County and Sprint whereby Palm Beach County would permit Sprint to use a portion of certain property located at 9400 Palmetto Park Road, Boca Raton, Florida (Cascade Number MI54XC062) for installation, operation and maintenance of Sprint's communications facility.

Dated as of the 23rd day of May, 2006.



John Chapman
Assistant Secretary/Senior Counsel

AGENDA ITEM FY RENT CALULATION **(For Veteran's Park Board Item)**

PAY DATE MONTH (est)	SPRINT
Oct 06 for FY 2007	\$42K X 2=\$84,000 Rent (1 st & 2 nd years paid in advance)
Oct 07 for FY 2008	-0-
Oct 08 for FY 2009	\$43,260 Rent (\$42K X 103% = \$43,260 [lease states CPI but no less than 3% increase, assume 3%])
Oct 09 for FY 2010	\$44,558 Rent (\$42,260 X 103% = \$44,558 [lease states CPI but no less than 3% increase, assume 3%])
Oct 06 for FY 2007	Mandatory One Time Capital Contribution with 1 st Rent Payment = \$20,000

HOW WERE THE POINTS CALCULATED?
(For Veteran's Park Board Item)

	SPRINT	VERIZON
Lease Rate	168	180
Design/Architectural	60	60
Lease (fewest exceptions)	60	25
Total Respondent Points	288	265

HOW WERE THE POINTS CALCULATED?
(For Veteran's Park Board Item)

	SPRINT	VERIZON
Lease Rate	168	180
Design/Architectural	60	60
Lease (fewest exceptions)	60	25
Total Respondent Points	288	265

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				04/01/2007		DATE (MM/DD/YY) 06/27/2006	
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City Mo 64112-1906 (816) 960-9000				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
				INSURERS AFFORDING COVERAGE			
INSURED 14971 SPRINT SPECTRUM L.P. 6480 SPRINT PARKWAY OVERLAND PARK, KS 66251				INSURER A: CONTINENTAL CASUALTY CO. (A XV)			
				INSURER B: AMERICAN CASUALTY CO.of Reading,PA			
				INSURER C: TRANSPORTATION INSURANCE CO.(A XV)			
				INSURER D: GREAT AMERICAN ASSURANCE CO.			
				INSURER E:			
COVERAGES				DE			
THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		GL 20 7959 3819	04/01/2005	04/01/2008	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> *TENANTS LEGAL LIAB						
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	AUTOMOBILE LIABILITY		BUA 20 7959 3836	04/01/2005	04/01/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS			BODILY INJURY (Per person)	\$ XXXXXXXX			
			BODILY INJURY (Per accident)	\$ XXXXXXXX			
			PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX			
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX	
<input type="checkbox"/> ANY AUTO		NOT APPLICABLE			OTHER THAN EA ACC	\$ XXXXXXXX	
					AUTO ONLY: AGG	\$ XXXXXXXX	
D	EXCESS LIABILITY		UMB9251592	04/01/2006	04/01/2007	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> RETENTION \$						
							AGGREGATE
						\$ XXXXXXXX	
						\$ XXXXXXXX	
						\$ XXXXXXXX	
B C B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 20 7959 3786 (AOS)	04/01/2005	04/01/2008	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
			WC 20 7959 3772 (AZ,OR,WI)	04/01/2005	04/01/2008	E.L. EACH ACCIDENT	\$ 1,000,000
			WC 20 7959 3805 (CA)	04/01/2005	04/01/2008	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
			N/A IN MONOPOLISTIC STATES			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
OTHER							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS *FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. PALM BEACH COUNTY BOCC IS ADDITIONAL INSURED AS REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: SHOULD REFERENCE VETERANS MEMORIAL PARK.							
CERTIFICATE HOLDER 2605776 PALM BEACH COUNTY BOCC ATTN: DIRECTOR 3200 BELVEDERE ROAD, BUILDING 1169 WEST PALM BEACH, FL 33406-1544		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 			
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