

# Clearview Communication Tower - CU

5-22-2013 Submittal

## PLANNING & ZONING

### COMMENTS AND PETITIONER REPLY (1<sup>st</sup> DRC)

Petition Name: Clearview Communication Tower Conditional Use and Variance

Petition Numbers: 2013-16 CU 1 and VAR 1 (HTE 13-42)

DRC meeting date: May 16, 2013

Project Manager: Damian Newell

Project Location: The property is located at the northeast intersection of Wellington Trace and Greenvew Shores Boulevard (13933 Wellington Trace).

#### Planning and Zoning Comments

*1. This review is based on the documents and plans date-stamped April 17, 2013 requesting approval of a Conditional Use to allow a 140 feet wireless communication tower and Variances to increase the maximum allowed height from 120 feet to 140 feet and decrease the minimum allowed separation to a residential zoned property from 600 feet to approximately 476 feet. (COMMENT)*

*2. What other stealth tower designs are available for use in Florida? (CERTIFICATION)*

Flagpoles are the most popular stealth tower in Florida due to aesthetic and Patriotic appeal along with the safety of less resistance for higher wind loads without heavy external attachments. Other types of stealth towers as an alternative are Pine Trees, Farm Silo, Bell Tower, Palm Tree, Cross or a Water Tower which are a little more visibly predominant in the landscape. Some types may reduce the ability to effectively co-locate as many carriers as possible that a flagpole would allow. For example a Palm tree with fronds at three levels would be more obtrusive than a flag at just one level. Attached are photos of all of the types discussed above.

*3. What coverage/capacity will be provided by a 60, 80 and 120 foot tower in the proposed area? Also what coverage/capacity will be provided by adding antennas to existing buildings/structures in the proposed area? Provide coverage maps. (CERTIFICATION)*

New maps at the three requested heights are attached from both Verizon and AT&T reflecting coverage deficiency variances for our site. RF engineers from both carriers have previously submitted Statements that no existing structures exist to provide collocation in the area of the proposed tower. They will be present at the DRC to discuss the coverage capacity alternatives question.

*4. Can the coverage needs of the proposed area be accommodated by adding new technology to the existing tower/antenna locations within the area? (CERTIFICATION)*

There is presently no new technology that can provide comparable coverage at this location. For existing towers the issue is distance and capacity and both carriers will address this question at the DRC meeting. Tree cover is also a major factor with Pine trees up to sixty feet in height close to the site.

*5. Are there federal requirements that require the proposed tower at the requested 140 feet?  
(CERTIFICATION)*

**There is not a federal requirement which specifically requires or mandates a 140 foot tower at the proposed location.**

*6. This site currently has insufficient required parking spaces which will be farther reduced with the proposed tower location. A new shared parking study is required in accordance with the LDR or indicates how the required on-site parking spaces will be provided on-site.  
(CERTIFICATION)*

**A Wellington Marketplace Parking Study was conducted in 2011-2012 under Petition 2011-024 ASA and filed with the Village. The New Parking Study was ratified by the Village on January 4, 2012. The approved Parking Study showed excess spaces under Industry Standard formulas ranging from 14 to 19 spaces at Peak times. With a reduction of 6 spaces for our compound and one space to be used by infrequent visits the site remains above Code requirements. Our use does not add "living area" to the total square footage, no other additional uses have altered the plan since it was approved, any subsequent new study would result in the same conclusion.**

*7. A minimum 10 feet wide landscaped buffer is required outside the perimeter of the tower compound. (CERTIFICATION)*

**We have patterned our enclosure to match the existing Dumpster enclosure a few feet from our compound, We would like to request the same buffering exception granted to the adjacent similar enclosure. Our compound is located on an internal leasehold, it is not visible from any zoning district but C-N.**

*8. A Site Plan Amendment Application with supportive plans shall be submitted to amend the previously approved site plan for this project.*

**Our filings have been with the Advice and direction of Staff to accomplish our CU and Variance, if an additional process is needed prior to or after approval we will cooperate and file any necessary applications.**

*9. Are any proposed uplights for the flag or safety lights to be provided?*

**We presently do not plan to provide lighting for the flag making it only visible within daytime hours. As far as Tower lighting, it is below the height threshold for FAA, our FAA Federal approval does not require any lighting whatsoever.**

## **Engineer Comments**

*1. Easements appear to be inadequate for maintenance activities. Provide list of maintenance activities and required equipment. Certification issue. Land Development Regulations (LDR's) require adequate facilities – including easements for maintenance.*

**Our lease (In Section 4 Access Rights, attached) grants us non-exclusive easements for utilities and access, our access clearly defines routine maintenance. If needed we can amend the site plan and show Maintenance Plan designated work area for the two following types of Maintenance.**

### **Type 1- Compound Work**

**Ground level, inside the compound is the most common type of maintenance usually is a single cell technician with a laptop for updates to software for the tower. All of the electronics are in the shelter or equipment cabinet, they are not exposed to the elements which creates low maintenance. Small truck traffic (SUV or Van) is used on average of 1 day per month**

### **Type 2- Pole Work**

**Maintenance would be done if necessary by placing a crane for work above the 100 feet level. When the antennas are mounted at less than 100' a basket lift is used.**

**Pole maintenance and Antenna maintenance work will be accomplished by temporarily closing the western non-essential traffic aisle for any crane or basket work needed. This is usually completed within one day and on average it is a 4-5 hour process. Tower maintenance within a flagpole is very extreme minimum since all of the antennas are within the stealth enclosure.**

*2. Block enclosure creates line of sight issues at intersection in parking lot. Certification issue. LDR's require minimum line of sight distances for traffic.*

*Section 6.6.6 G 4 b. The Village Engineer shall establish minimum standards for safe sight triangles.*

**We have reviewed Section 6.6.6 G 4 B to do with safe sight lines and need the safe sight triangle criteria.**

*3. Block enclosure encumbers driveway/ises. Certification issue. LDR's require minimum width for drive aisles.*

**Our site plan does not encumber any driveway nor are we located within one; all ingress/egress lane's width sizes remain the same. We do have Compound gates open into the curbed grass isle for access as to not encumber any other parking spaces.**

*4. Fall zone impacts 3 structures. Certification issue. LDR's basically require applicant to submit any and all engineering data required. Need full set of calculations (assumptions, loads, material data, connection details, calc's, etc.) and construction details to allow verification of structure stability, etc.*

**We have previously submitted signed and PE sealed Tower plans for the tower and the Fall zone, I am re-attaching them as our reply. Stability is a construction issue not a zoning issue and we will agree to comply at BP process with full soil borings and exact precise calculations.**

*5. Six (6) parking spaces and possibly eight (8) will be eliminated. Need updated parking analysis for entire shopping center. Certification issue. LDR's require adequate facilities (in this case parking) not only for the tower, but also for the shopping center.*

**A Wellington Marketplace Parking Study was conducted in 2011-2012 under Petition 2011-024 ASA and filed with the Village. The New Parking Study was ratified by the Village on January 4, 2012. The approved Parking Study showed excess spaces under Industry Standard formulas ranging from 14 to 19 spaces at Peak times. With a reduction of 6 spaces for our compound and one space to be used by infrequent visits the site remains above Code requirements. Our use does not add "living area" to the total square footage, no other additional uses have altered the Parking Study since it was approved, any subsequent new study would result in the same conclusion. A current rent roll calculation is attached as evidence of no change in the utilization since the Study was accepted.**

**SIMMONS & WHITE**  
5601 Corporate Way, Suite 200 West Palm Beach, Florida 33407  
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452

**SIMMONS & WHITE**  
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

# SHARED PARKING STATEMENT

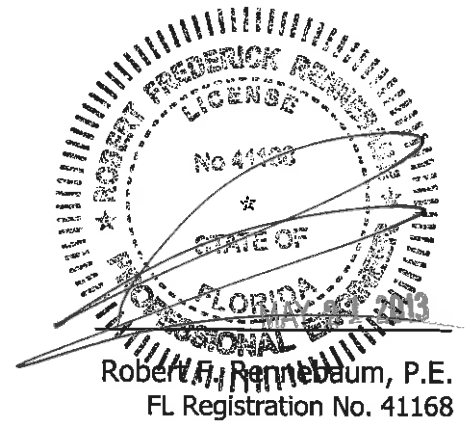
## WELLINGTON MARKETPLACE CITY OF WELLINGTON, FLORIDA

### Prepared for:

The Ferber Company  
151 Sawgrass Corners Drive  
Drive 202  
Pointe Vedra Beach, Florida 32082

Job No. 11-021

Date: 06/02/11  
Revised 07/24/11  
Revised 08/23/11



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## 1.0 SITE DATA

The subject parcel is located on the northeast corner of Wellington Trace and Greenview Shores Boulevard in the City of Wellington, Florida and contains approximately 18.71 acres. The Property Control Number for the subject parcel is 73-41-44-08-04-001-0000. This analysis will also include Parcel 2 consisting of 0.78 acres and Property Control Number 73-41-44-08-04-002-0000. Parcel 2 was part of the original approval of the Wellington Marketplace development and will therefore be included for parking analysis purposes. The site is currently developed with 151,634 SF of general commercial area, 4957 SF of fast food restaurant area, a 4047 SF bank, and an 1100 seat movie theater (20,493 SF). Proposed site modifications consist of the demolition of 2840 SF of fast food restaurant area and the construction of a 13,386 SF pharmacy with drive through. With the proposed site modifications, the overall development will consist of 151,634 SF of general commercial area, a 2117 SF fast food restaurant, a 13,386 SF pharmacy with drive through, a 4047 SF bank and an 1100 seat movie theater (20,493 SF). For additional information concerning site location and layout, please refer to the Site Plan prepared by Jon E. Schmidt & Associates.

## 2.0 PARKING DATA

The City of Wellington Land Development Regulations allow for a reduction in the number of required parking spaces for multiple use developments or for uses that are located near each other and have different peak parking demands and operating hours. The proposed uses, sizes and code required parking for the approved development may be summarized as follows:

<u>USE</u>	<u>SIZE</u>	<u>REQUIRED PARKING</u>
Fast Food Restaurant	2117 S.F. (1 Space / 200 SF)	11 Spaces (9 Customers/2 Employees)
Theater	20,493 S.F. / 1100 Seats (1 Space / 200 SF)	102 Spaces (97 Customers/5 Employees)
Bank	4047 S.F. (1 Space / 200 S.F.)	20 Spaces (13 Customers/7 Employees)
Retail (Includes Pharmacy)	165,020 S.F. (1 Space / 200 S.F.)	825 Spaces (668 Customers/157 Employees)
TOTAL REQUIRED PARKING:		958 Spaces
TOTAL PROVIDED PARKING:		905 Spaces



## **2.0 PARKING DATA (CONTINUED)**

The City of Wellington Land Development Regulations allows for the shared parking analysis to be based on the Urban Land Institute's methodology for determining shared parking or other generally accepted methodology.

This analysis will assume 100% occupancy/utilization of all the various uses with no reductions for seasonal or other factors. The principle behind shared parking reductions is that the pattern of activity for land uses in a mixed use project are sufficiently different so that the corresponding required parking demands of each activity would not occur simultaneously. The parking analysis was based on the percent utilization rates from the Urban Land Institute's Shared Parking publication as well as the ratio of customer parking to employee parking. As previously mentioned, there are a mix of uses currently existing on the site. These uses have different peak hours of demand in addition to different hours of operation. As shown on the attached tables, this report prepared a shared parking analysis for the weekday demand and the weekend demand. The following is a summary of each of the shared parking characteristics of each prescribed time period:

### **WEEKDAY DEMAND**

As previously mentioned, the overall site will consist of the following uses: a 2117 SF fast food restaurant, an 1100 seat theater (20,493 SF), a 4047 SF bank and 165,020 SF of commercial area (of which 13,386 SF is a pharmacy with drive through). This analysis was based on the fast food restaurant, the theater, bank and retail uses all operational during the weekday demand. As shown on the attached Weekday Parking Demand table, the peak hour (1:00PM) parking utilization of each use represents the worst case parking scenario in which there remains an excess of 19 parking spaces on-site.

### **WEEKEND DEMAND**

Of the uses on the overall site, all are anticipated to be operational on any given Saturday. With the bank hours of operation limited on weekends, adequate parking is available to support the rest of the development including the fast food restaurant, theater and retail uses. As shown on the attached Weekend Parking Demand table, the peak hour (2:00PM) weekend parking utilization of each use results in an excess of 14 parking spaces on site.

### **3.0 CONCLUSION**

As demonstrated in this study, the 905 parking spaces on-site will be adequate for the proposed mixed uses on the property.

If the mix of uses changes or the Planning and Zoning Manager finds that any of the conditions described in this study no longer exist, the owner of the property shall have the option of submitting a revised shared parking study in accordance with the requirements of the City Land Development Regulations or providing on-site the required number of spaces for each use.

WELLINGTON MARKETPLACE

05/30/11  
REVISED 07/24/11  
REVISED 08/23/11

WEEKDAY PARKING DEMAND  
(MONDAY THROUGH FRIDAY)

HOUR	FAST FOOD RESTAURANT (2117 SF)				MOVIE THEATER (20,493 SF)				BANK (4047 SF)				GENERAL COMMERCIAL (165,020 SF)				TOTAL REQUIRED	TOTAL PROVIDED	EXCESS
	1 SPACE PER 200 SF - 11 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 102 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 20 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 825 SPACES REQUIRED TOTAL						
	CUSTOMER PARKING (85%) 9 SPACES REQUIRED		EMPLOYEE PARKING (15%) 2 SPACES REQUIRED		CUSTOMER PARKING (95%) 97 SPACES REQUIRED		EMPLOYEE PARKING (5%) 5 SPACES REQUIRED		CUSTOMER PARKING (65%) 13 SPACES REQUIRED		EMPLOYEE PARKING (35%) 7 SPACES REQUIRED		CUSTOMER PARKING (81%) 668 SPACES REQUIRED		EMPLOYEE PARKING (19%) 157 SPACES REQUIRED				
	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED			
6:00 A.M.	5%	0	15%	0	0%	0	0%	0	0%	0	0%	0	1%	7	10%	16	23	905	882
7:00 A.M.	10%	1	20%	0	0%	0	0%	0	0%	0	0%	0	5%	33	15%	24	58	905	847
8:00 A.M.	20%	2	30%	1	0%	0	0%	0	50%	7	60%	4	15%	100	40%	63	176	905	729
9:00 A.M.	30%	3	40%	1	0%	0	0%	0	90%	12	100%	7	35%	234	75%	118	374	905	531
10:00 A.M.	55%	5	75%	2	0%	0	0%	0	100%	13	100%	7	65%	434	85%	133	594	905	311
11:00 A.M.	85%	8	100%	2	0%	0	0%	0	50%	7	100%	7	85%	568	95%	149	740	905	165
12:00 P.M.	100%	9	100%	2	20%	19	50%	3	50%	7	100%	7	95%	635	100%	157	838	905	67
1:00 P.M.	100%	9	100%	2	45%	44	60%	3	50%	7	100%	7	100%	668	100%	157	896	905	9
2:00 P.M.	90%	8	95%	2	55%	53	60%	3	70%	9	100%	7	95%	635	100%	157	874	905	31
3:00 P.M.	60%	5	70%	1	55%	53	75%	4	50%	7	100%	7	90%	601	100%	157	836	905	69
4:00 P.M.	55%	5	60%	1	55%	53	75%	4	80%	10	100%	7	90%	601	100%	157	839	905	66
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9:00 P.M.	30%	3	40%	1	100%	97	100%	5	0%	0	0%	0	50%	334	75%	118	557	905	348
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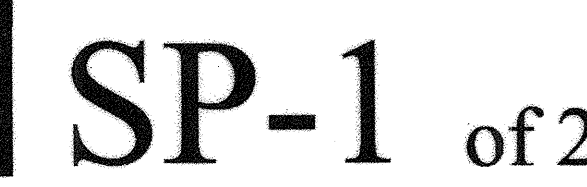
WELLINGTON MARKETPLACE

05/30/11  
REVISED 07/24/11  
REVISED 08/23/11

WEEKEND PARKING DEMAND  
(SATURDAY AND SUNDAY)

HOUR	FAST FOOD RESTAURANT (2117 SF)				MOVIE THEATER (20,493 SF)				BANK (4047 SF)				GENERAL COMMERCIAL (165,020 SF)				TOTAL REQUIRED	TOTAL PROVIDED	EXCESS
	1 SPACE PER 200 SF - 11 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 102 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 20 SPACES REQUIRED TOTAL				1 SPACE PER 200 SF - 825 SPACES REQUIRED TOTAL						
	CUSTOMER PARKING (85%) 9 SPACES REQUIRED		EMPLOYEE PARKING (15%) 2 SPACES REQUIRED		CUSTOMER PARKING (95%) 97 SPACES REQUIRED		EMPLOYEE PARKING (5%) 5 SPACES REQUIRED		CUSTOMER PARKING (65%) 13 SPACES REQUIRED		EMPLOYEE PARKING (35%) 7 SPACES REQUIRED		CUSTOMER PARKING (81%) 668 SPACES REQUIRED		EMPLOYEE PARKING (19%) 157 SPACES REQUIRED				
	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED	PERCENT UTILIZATION	SPACES REQUIRED			
6:00 A.M.	5%	0	15%	0	0%	0	0%	0	0%	0	0%	0	1%	7	10%	16	23	905	882
7:00 A.M.	10%	1	20%	0	0%	0	0%	0	0%	0	0%	0	5%	33	15%	24	58	905	847
8:00 A.M.	20%	2	30%	1	0%	0	0%	0	25%	3	90%	6	10%	67	40%	63	142	905	763
9:00 A.M.	30%	3	40%	1	0%	0	0%	0	40%	5	100%	7	30%	200	75%	118	334	905	571
10:00 A.M.	55%	5	75%	2	0%	0	0%	0	75%	10	100%	7	50%	334	85%	133	491	905	414
11:00 A.M.	85%	8	100%	2	0%	0	0%	0	100%	13	100%	7	65%	434	95%	149	613	905	292
12:00 P.M.	100%	9	100%	2	20%	19	50%	3	90%	12	100%	7	80%	534	100%	157	743	905	162
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2:00 P.M.	90%	8	95%	2	55%	53	60%	3	0%	0	0%	0	100%	668	100%	157	891	905	14
3:00 P.M.	60%	5	70%	1	55%	53	75%	4	0%	0	0%	0	100%	668	100%	157	889	905	16
4:00 P.M.	55%	5	60%	1	55%	53	75%	4	0%	0	0%	0	95%	635	100%	157	855	905	50
5:00 P.M.	60%	5	70%	1	60%	58	100%	5	0%	0	0%	0	90%	601	95%	149	820	905	85
6:00 P.M.	85%	8	90%	2	60%	58	100%	5	0%	0	0%	0	80%	534	85%	133	741	905	165
7:00 P.M.	80%	7	90%	2	80%	78	100%	5	0%	0	0%	0	75%	501	80%	126	718	905	187
8:00 P.M.	50%	5	60%	1	100%	97	100%	5	0%	0	0%	0	65%	434	75%	118	660	905	245
9:00 P.M.	30%	3	40%	1	100%	97	100%	5	0%	0	0%	0	50%	334	65%	102	542	905	363
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12:00 A.M.	5%	0	20%	0	50%	49	50%	3	0%	0	0%	0	0%	0	0%	0	52	905	853









**SITE**

**APPROVED WALLED  
COMPOUND SIMILAR  
TO OUR NEEDS, NO  
LANDSCAPE BUFFER**



# Wellington Marketplace

## Wellington, Florida

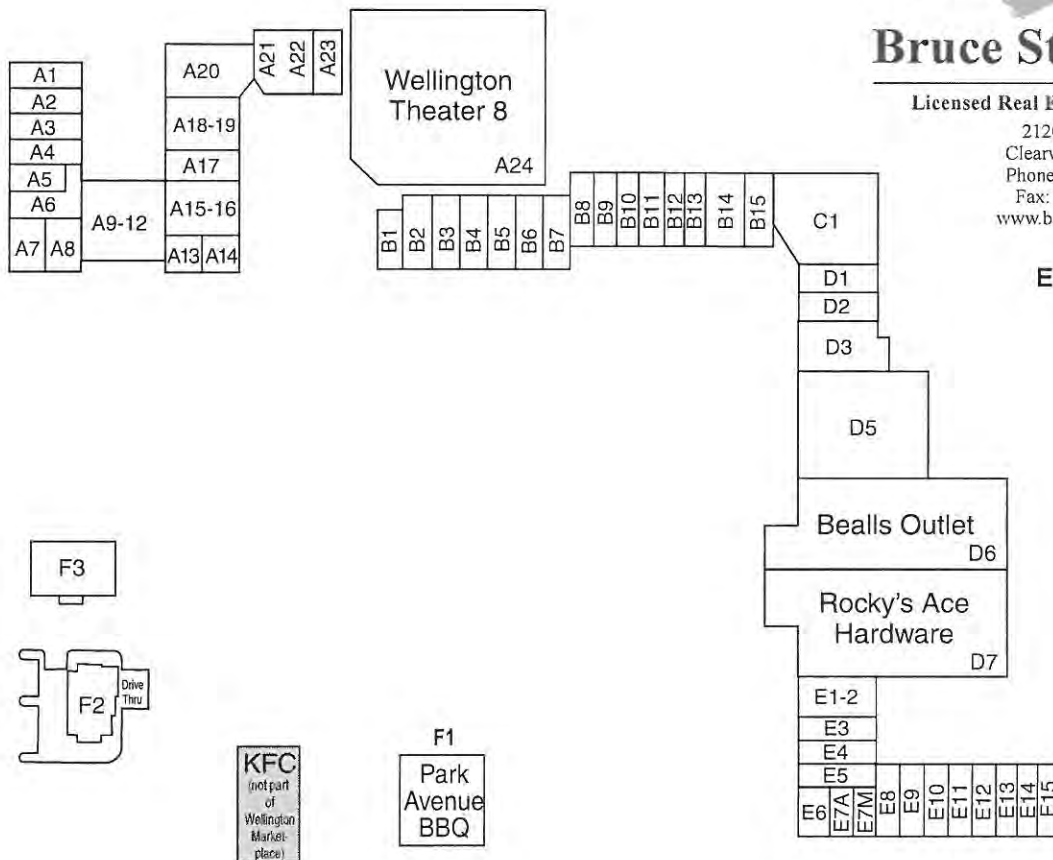
### Exhibit A

**Bruce Strumpf, Inc.**

Licensed Real Estate Broker Since 1980

2120 Drew Street  
Clearwater, FL 33765  
Phone: 727-449-2020  
Fax: 727-449-2212  
www.brucestrumpf.com

**Exhibit A**



Wellington Trace

### TENANTS

A1	Animal Hospital at the Market	B12	VACANT – 1,050 SF
A2	VACANT – 1,300 SF	B13	Allstate
A3	Dresner Chiropractic Center PA	B14	VACANT – 1,400 SF
A4	Gentle Dental	B15	You Fit Health Club
A5-6	Gentle Dental	C1	You Fit Health Club
A7	VACANT – 1,400 SF	D1	VACANT – 1,400 SF
A8	VACANT – 1,200 SF	D2	Consign and Design
A9-12	VACANT – 5,600 SF	D3	Consign and Design
A13	Wellington Florist	D5	VACANT – 13,500 SF
A14	Romeo's	D6	Bealls Outlet #278
A15-16	Romeo's	D7	Rocky's Ace Hardware
A17	VACANT – 1,160 SF	E1-2	Goodwill Boutique
A18-19	JoJo's Raw Bar & Grill	E3	VACANT – 1,400 SF
A20	JoJo's Raw Bar & Grill	E4	Pak Mail
A21	Florida Genbu-Kai Karate	E5	Salon Soleil
A22-23	Dance All Night	E6	Passion Cleaners
A24	Movies at Wellington	E7A	Passion Cleaners
B1	VACANT – 1,100 SF	E7M	Vanity Salon and Spa
B2	VACANT – 1,300 SF	E8	Yano's Italian Deli & Catering
B3	VACANT – 1,300 SF	E9	VACANT – 1,200 SF
B4	Tresses	E10	Subway # 2205
B5	Edible Arrangements	E11	Papa John's Pizza # 1156
B6	Scotty's Sport Shop	E12	Panda Garden Restaurant
B7	Wellington Day Spa	E13	Master Travel and Cruises
B8	Alligator Art Custom Framing	E14	H & R Block #8548
B9	Brooklyn Bagel of Wellington	E15	Village of Wellington
B10	Sushi Fans Cafe	F1	Park Avenue BBQ & Grill
B11	Puppyarazzi	F2	Floridian Community Bank
		F3	Walgreen Drugs #15208



AT&T Mobility  
5201 Congress Avenue  
Boca Raton, FL 33487

Date: April 1, 2013:

Re: Cellular AT&T Antenna Facility to be located at 13833 Wellington Trace- Wellington, FL  
SITE NAME-ALEX 1900 COVERAGE AT 60 FOOT HEIGHT

Best Signal Level (dBm)  $\geq -74$

Best Signal Level (dBm)  $\geq -85$







AT&T Mobility  
5201 Congress Avenue  
Boca Raton, FL 33487

### ALEX 1900 COVERAGE AT 80 FOOT HEIGHT

Best Signal Level (dBm)  $\geq -74$

Best Signal Level (dBm)  $\geq -85$

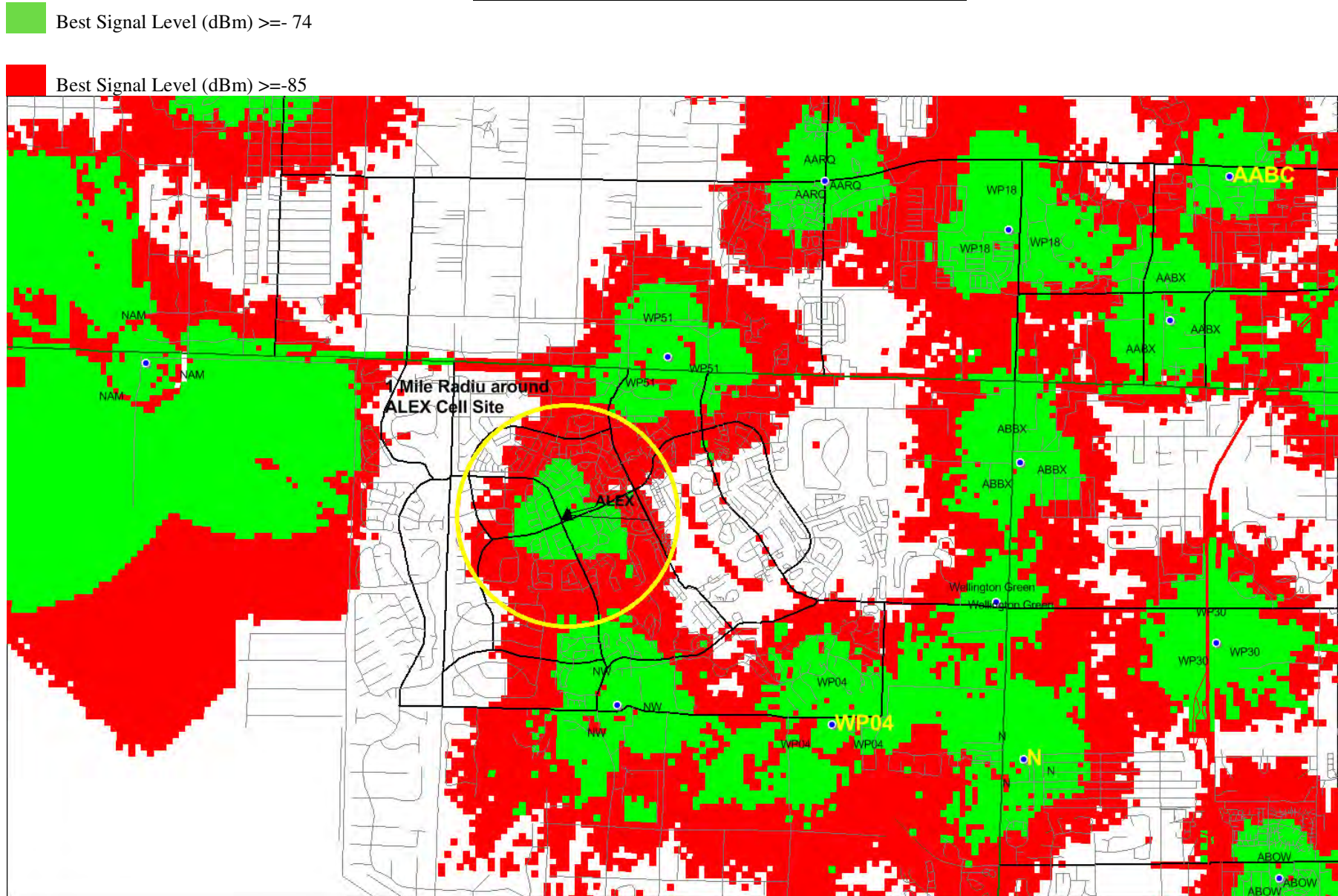






AT&T Mobility  
5201 Congress Avenue  
Boca Raton, FL 33487

### ALEX 1900 COVERAGE AT 120 FOOT HIEGHT













RNIA CO. 1

















# Wellington Current

239

135

169

Session: March, 2013  
User: dlabring  
Start: May 26 17:07:52 2013  
UTM Zone 17  
Datum: NAD83  
Center Lat: 36-39-41.71 N  
Center Long: 80-16-23.91 W

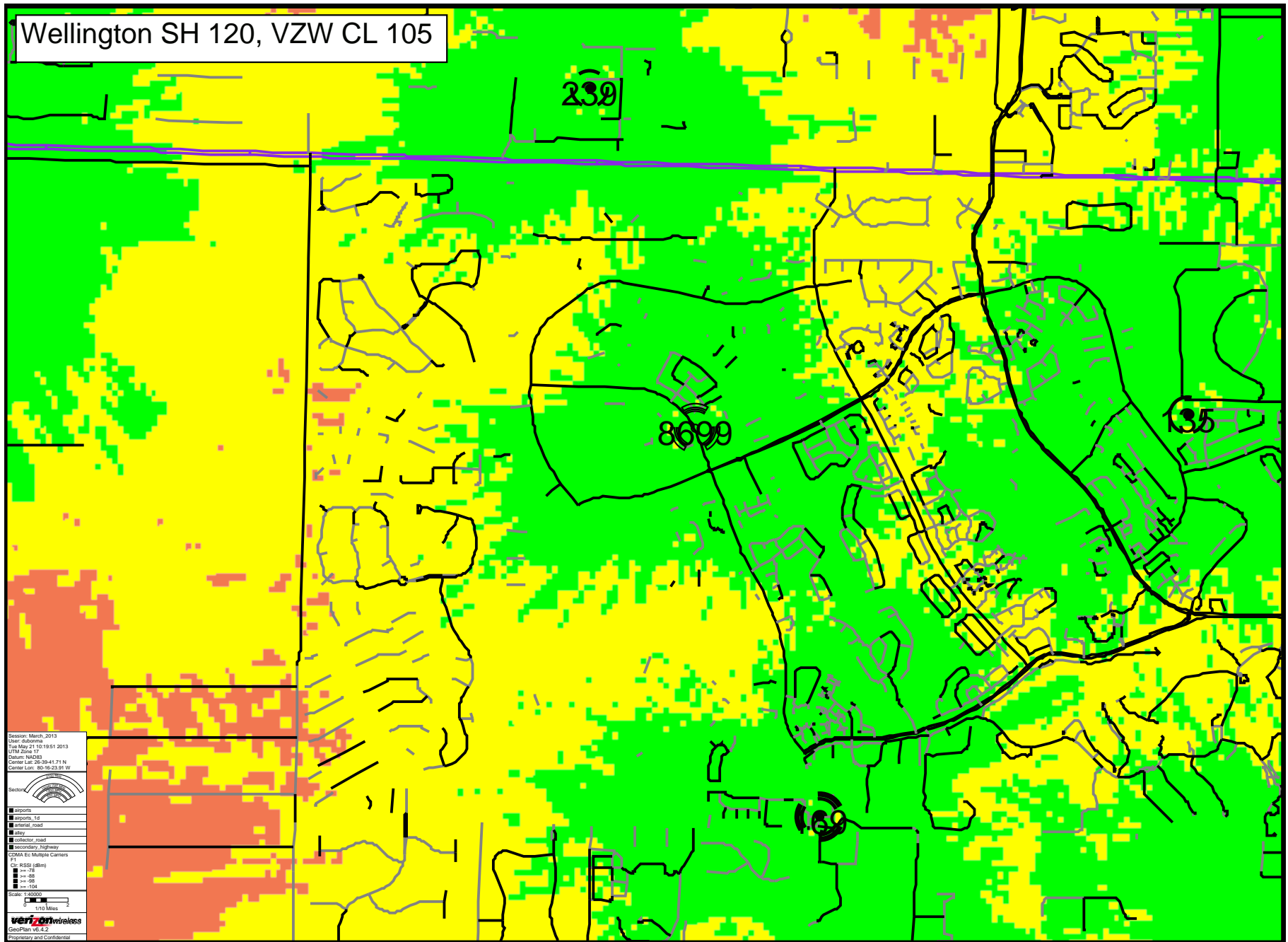
Section:

- airports
- airports\_1d
- arterial\_road
- light\_duty\_road
- alley
- collector\_road
- water
- secondary\_highway
- CMAA For Multiple Carriers
- ET: RSSI (dBm)
- 78
- 88
- 98
- 104

Scale: 1:40000  
0 1/2 1 Miles

verizon wireless  
GeoPlan V6.4.2  
Proprietary and Confidential

Wellington SH 120, VZW CL 105



Session: March, 2013  
User: Subarea  
Time: May 21 10:19:51 2013  
UTM Zone: 17  
Datum: NAD83  
Center Lat: 35-39-41.71 N  
Center Lon: 80-16-23.31 W



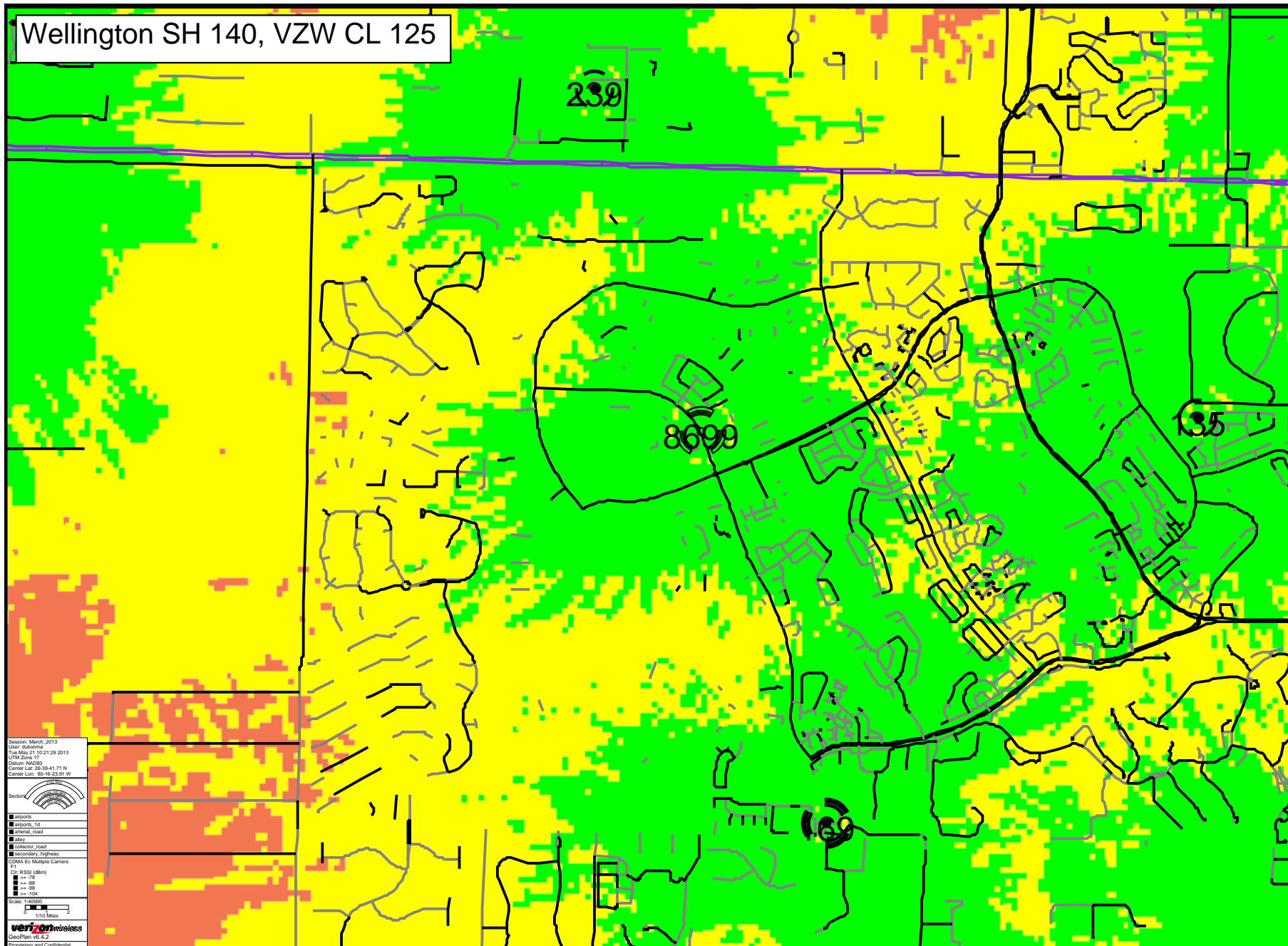
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■ airport  
■ airport, 1st  
■ arterial, road  
■ collector, road  
■ secondary, highway  
■ CMAA for Multiple Carriers  
■ RSI (dBm)  
■ -78  
■ -85  
■ -95  
■ -104

Scale: 1:40000  
0 1/2 1 Miles

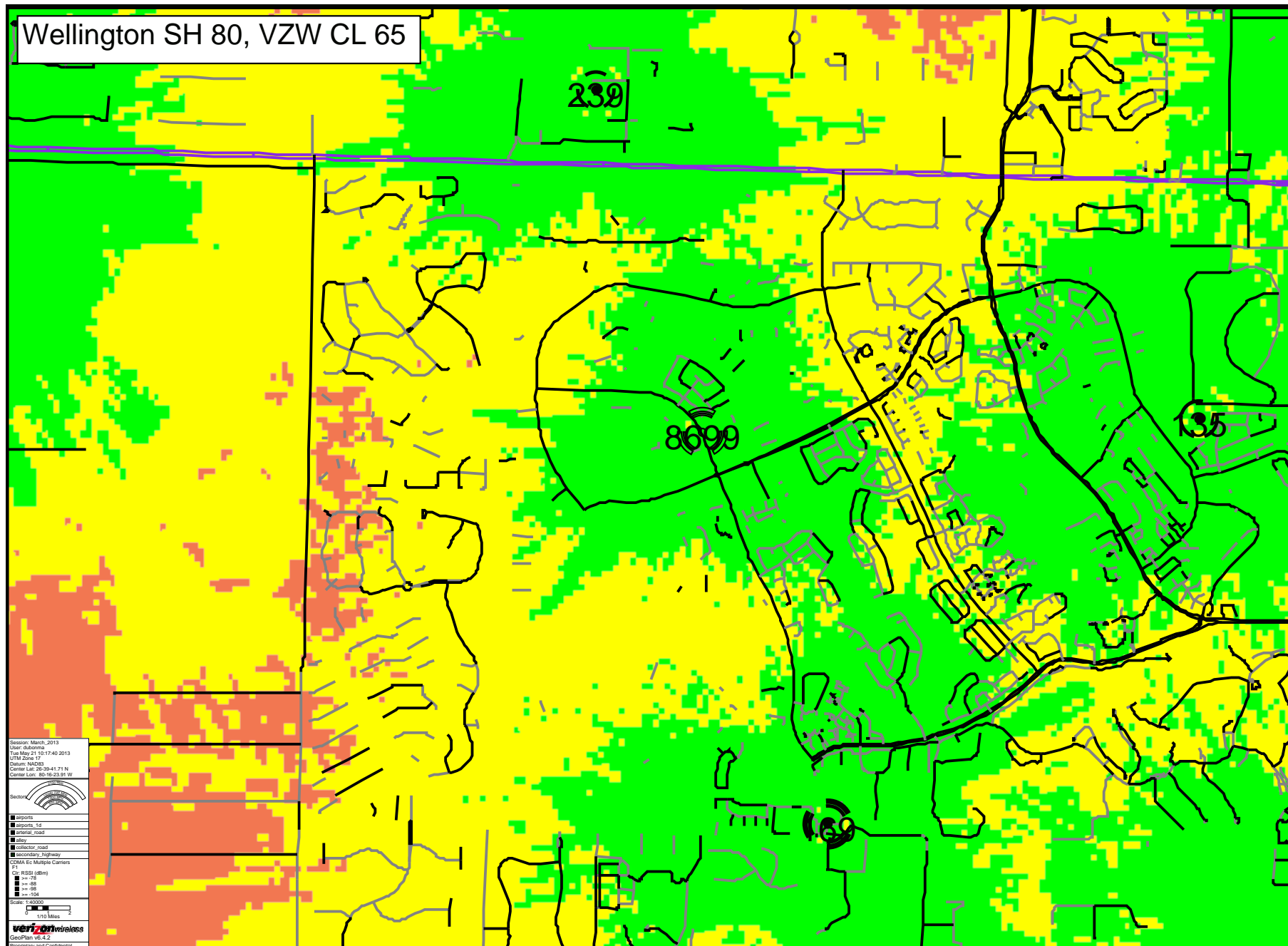
verizon wireless  
GeoPlan V6.4.2  
Proprietary and Confidential



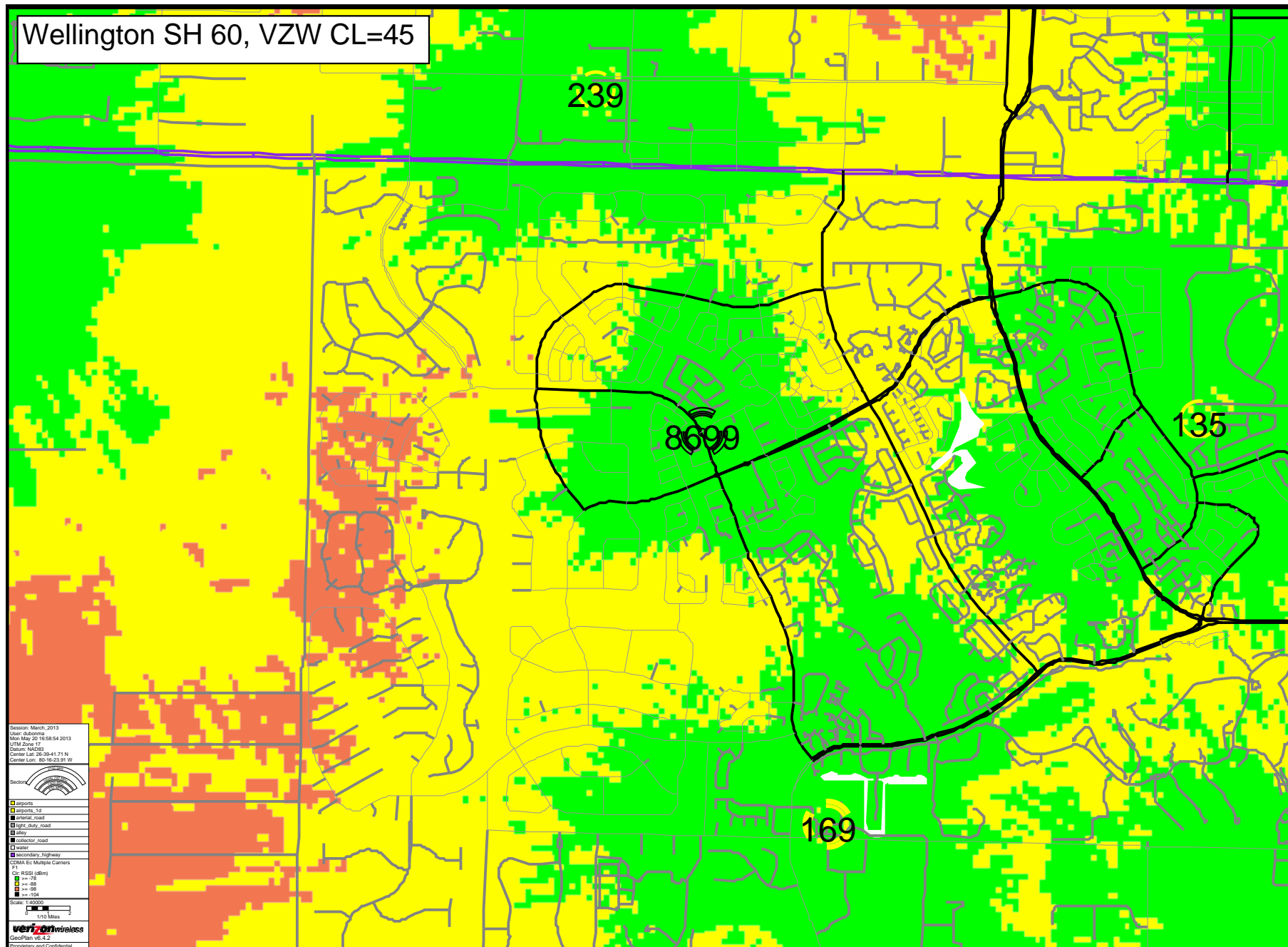
Wellington SH 140, VZW CL 125



Wellington SH 80, VZW CL 65



Wellington SH 60, VZW CL=45





## GROUND LEASE

THIS GROUND LEASE ("Lease") made and entered into this 1 day of October, 2012, by and between **FWI 16 LLC** ("Landlord"), and **Clearview Tower Company, LLC** ("Tenant").

### WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, a portion of the real property located at 1250 Greenview Shores Blvd, Wellington, Palm Beach County, Florida 33414, more fully described in **EXHIBIT A** attached hereto and by this reference made a part hereof (the "Property"). The portion of the Property leased to Tenant measures approximately 30' x 40', **together with easements for, access and utilities, more fully described in EXHIBIT B** annexed hereto and by this reference made a part hereof ("Demised Premises").

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term.

1. **TERM.** The term of this Lease (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") first set forth above. This Lease will be automatically renewed for nine (9) additional five (5) year terms (each a "Renewal Term" or collectively "Renewal Terms"). Each Renewal Term option shall be deemed exercised and automatically takes effect unless Tenant advises Landlord three (3) months prior to the expiration of the Initial Term (or any of the Renewal Terms, if applicable) that Tenant does not desire to renew this Lease. The Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

### 2. **RENT.**

(a) Tenant shall pay to Landlord monthly rent (the "Rent") of [REDACTED]. The first such payment shall be due on the earlier of the date upon which construction of the Communications Facility (as hereinafter defined) is commenced, or twelve (12) months from the Commencement Date. Future payment shall be due on or before the first day of each month thereafter during the Term, partial months to be prorated. Upon execution of this Lease by both parties, Tenant will pay Landlord a one time non-refundable good faith payment in the amount of One Thousand Dollars (\$1,000), which sum shall be credited against the first month's Rent.

(b) Effective upon the commencement of each Renewal Term, the then current monthly Rent payable by Tenant to Landlord shall be increased by an amount equal to ten (10%) percent of the Rent payable by Tenant during the immediately preceding Term.

### 3. **USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.**

(a) Tenant shall use the Demised Premises for the purpose of constructing, maintaining and operating a Communications Facility (as hereinafter defined) and any related improvements. Tenant shall have the right to use the Communications Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Communications Facility and the Demised Premises. Such licensees or sublessees of Tenant shall have full access to the Demised Premises for their business purposes. For the purposes of this Lease, "Communications Facility" shall be defined as one or more communications towers, poles, equipment shelters, associated support buildings and any related improvements.



(b) Tenant shall have the right to fence the Demised Premises. Tenant may enter upon the Demised Premises and adjacent lands of Landlord from and after the date and execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and, after written permission from Landlord, such permission not to be unreasonably withheld or delayed may cut or trim the trees on the Demised Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the right after written permission from Landlord, such permission not to be unreasonably withheld or delayed to clear and thereafter to keep clear the Demised Premises, the right of way, and any utility easement areas, of trees, bushes, rocks and crops. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage.

(c) Tenant will at all times during the Term observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any improvement thereon or use thereof.

(d) Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to cancel this Lease upon thirty (30) days written notice to Landlord in the event that Tenant determines in its sole discretion that the Demised Premises are no longer appropriate for Tenant's intended use. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further obligation to the other. Notwithstanding the foregoing, in the event Tenant has completed construction of the Communications Facility, Tenant shall pay to Landlord a termination fee equal to the monthly Rent in effect at the time of such termination, multiplied by three (3).

**4. ACCESS.** Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle (including trucks), for the installation and maintenance of communications equipment, utility wires, poles, cables, conduits, and pipes over, under or along, a reasonable right-of-way ("Right of Way") that will accommodate Tenant's intended uses for the Demised Premises extending from the nearest public right-of-way, over and across any property of Landlord to reach the Demised Premises. The Right of Way is a non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees and business visitors. Tenant shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas. Landlord represents and warrants that Tenant's intended use of the Right of Way and Demised Premises does not conflict with any agreements, restrictions, covenants, conditions, easements or licenses, whether or not of record, that affect the Property or Demised Premises.

**5. ASSIGNMENT AND SUBLETTING.** Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease or sublet the Demised Premises, in whole or in part, to any entity or third party, without Landlord's consent, provided that any such assignee agrees to assume Tenant's obligations hereunder. In the event of such assignment to such entity or third party, Tenant shall be released from all obligations under this Agreement as of the date of such assignment.

**6. INSURANCE.** Tenant will, at its own cost and expense, obtain and maintain during the Lease Term, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than (a) \$2,000,000 for injury to one or more persons in any one occurrence and (b) \$2,000,000 for property damage in any one accident.

**7. TAXES.** Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises and shall cause the same to be paid when due. Tenant shall be responsible for property taxes on personal property of Tenant at the Demised Premises and shall cause the same to be paid when due.

**8. INDEMNIFICATION.**

(a) Tenant shall indemnify and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities and damages of every nature arising from any breach by

Tenant of its covenants, warranties and obligations under this Lease, and from any loss or liability incurred by Landlord as a result of the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, servants, or licensees.

(b) Landlord shall indemnify and hold harmless Tenant (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities and damages of every nature arising from any breach by Landlord of its covenants, warranties and obligations under this Lease, and from any loss or liability incurred by Tenant as a result of the negligence or misconduct of Landlord or Landlord's agents, employees, contractors, or servants.

#### **9. ENVIRONMENTAL WARRANTIES.**

(a) Being familiar with the Demised Premises, including all soil, air, surface and ground water and after physical inspection thereof, including review of the relevant records of the Demised Premises and the Right-Of-Way including ownership, tax records and any other records pertaining to environmental matters, Landlord warrants to the best of its knowledge that the Demised Premises and the Right-Of-Way contain none of the following outside of what is reported in the Phase I Environmental Site Assessment dated March 27, 2007: (1) Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; or (2) underground storage tanks. Landlord agrees to defend and save Tenant harmless from any and all losses, claims, liabilities, judgements, damages, penalties, expenditures, costs, including reasonable attorneys' fees, or other expenses which Tenant may suffer or incur as a result of a breach of the foregoing warranty.

(b) Tenant warrants that it shall not (a) bury underground or discharge into the sewage system at the Demised Premises any Hazardous Materials, or (b) use the Demised Premises as a storage site for Hazardous Materials, except minimal quantities used in the ordinary course of Tenant's Business and its sublessees' and licensees' business.

#### **10. QUIET ENJOYMENT.**

(a) Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming by, through or under Landlord.

(b) If Landlord controls land adjacent to any Leased Premises, Landlord agrees for itself and all future holders of such adjacent land that no use shall be made of the adjacent land during the Initial and any Renewal Term that would interfere with Tenant's use of the Demised Premises as described herein. Tenant acknowledges that Landlord may grant or may have granted a mortgage or deed of trust on some or all of the Demised Premises to certain institutions or persons ("Mortgagees"). Within thirty (30) days after this Lease is executed Landlord shall obtain a non-disturbance agreement in the format provided by Mortgagees, and acceptable to Tenant in Tenant's reasonable judgment, from all applicable Mortgagees agreeing to honor the Site Lease even in the event of foreclosure under the mortgage. If the format is unable to be agreed upon then Tenant shall have the immediate one time right to cancel the Lease or otherwise agree that no non-disturbance agreement shall be provided from the applicable Mortgagee and the Lease shall continue in full force. All costs associated with obtaining the non-disturbance agreement shall be born 100% by Tenant.

**11. AUTHORITY TO ENTER INTO AGREEMENT; NO RESTRICTIVE COVENANTS.** Landlord represents to Tenant that Landlord is the owner of the Demised Premises and the lands immediately adjacent thereto which comprise the easements, rights of way and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Demised Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of



the Demised Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

**12. OWNERSHIP OF COMMUNICATIONS FACILITY / REMOVAL UPON TERMINATION.**

The Communications Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Communications Facility nor any part of the improvements constructed, erected or placed by Tenant on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord that the Communications Facility and all improvements of every kind and nature constructed, erected or place by Tenant on the Demised Premises shall be and remain the property of Tenant. Tenant shall remove the Communications Facility and related improvements from the Demised Premises within ninety (90) days of the termination this Lease. Upon termination this Lease, the Demised Premises shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear excepted.

**13. NOTICES.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Landlord:***

FWI 16 LLC  
c/oFlag Wharf Inc.  
197 Eighth St., Suite 800  
Boston, MA 02129

***If to Tenant:***

Clearview Tower Company, LLC  
26 Yolanda Drive  
Edison, NJ 08817  
Attn: Legal Dept.

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

**14. RIGHT OF FIRST REFUSAL.**

(a) If at any time during the Lease Term Landlord receives a bona fide offer from a third party to purchase the Demised Premises; the assignment of this Lease; or the rental stream associated with this Lease (the "Offer"), which Offer Landlord is prepared to accept, Landlord shall promptly transmit to Tenant its offer (the "First Refusal Notice") to Tenant on the same terms and conditions specified in the Offer. Tenant shall have fifteen (15) business days within which to accept such offer. If Tenant shall accept such offer by written notice (the "Acceptance Notice") to Landlord within said fifteen day period (such Acceptance Notice shall specify a closing date which is the earlier of thirty (30) days from the date thereof or the closing date specified in the Offer), such offer and acceptance shall constitute a contract between them for the sale by Landlord and the purchase by Tenant of the Demised Premises, Lease, or rental stream, and shall not thereafter be subject to rejection by either party. This First Refusal Notice and any right of first refusal only applies to the Demised Premises as a stand alone deal and not collectively with other leases and or assets upon the area which this Demised Premises resides.

(b) If the Offer is not so accepted by Tenant, Landlord may sell the Demised Premises, Lease or rental stream to such bona fide third party purchaser on the terms contained in the Offer. Any such sale and transfer must be consummated within one hundred eighty (180) days following the expiration of the time herein above provided for the acceptance of the Offer by Tenant. If the Demised Premises, Lease or rental stream are sold to such third party, the sale shall be subject to this Lease and all of the provisions hereof, except the right of first refusal provided in this Section 14, which shall expire upon such conveyance.

**15. DEFAULT.** Either party hereunder shall be in default ("Default") under this Lease in the event that such party fails to perform any of its material obligations under this Lease and such failure continues for thirty (30)

days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided, however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period.

16. **SHORT FORM OF LEASE.** At the request of either party, the other party shall duly execute and acknowledge for recording purposes a short form or memorandum of this Lease (**EXHIBIT C**), which shall recite the names of the parties, describe the Demised Premises, specify the Lease Term, and any options to extend the Lease Term or purchase the Demised Premises, and provide that this Lease is made upon the rents, terms, covenants and conditions contained herein.

17. **PARTIES.** This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18. **CONDEMNATION.** If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including, without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

19. **MORTGAGEE PROTECTION.** Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to mortgage this Lease, in whole or in part, to any entity or third party, without Landlord's consent. The following provisions shall be effective at any time that Landlord has received notice that Tenant has mortgaged its leasehold interest under this Lease:

(a) After receipt by Tenant of a notice of default under this Lease and the expiration of any applicable period of cure given to Tenant hereunder, Landlord shall deliver an additional notice ("Mortgagee's Notice") to Tenant's leasehold mortgagee ("Leasehold Mortgagee") specifying the default and stating that Tenant's period of cure has expired. Leasehold Mortgagee shall thereupon have the additional period(s) of time to cure any uncured default, as set forth below, without payment of default charges, fees, late charges or interest that might otherwise be payable by Tenant. Landlord shall not terminate the Lease or exercise its other remedies under the Lease if:

(i) Within ten (10) days for monetary and thirty (30) days for non-monetary after Leasehold Mortgagee's receipt of the Mortgagee's Notice, Leasehold Mortgagee (A) cures the default, or (B) if the default reasonably requires more than thirty (30) days to cure, commences to cure said default and diligently prosecutes the same to completion; or

(ii) Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise, Leasehold Mortgagee shall have the right to access the Demised Premises and any other Tenant rights under this Lease necessary to effectuate a cure of the default.

(b) Landlord agrees to accept performance by Leasehold Mortgagee of all cures, conditions and covenants as though performed by Tenant, and agrees to permit Leasehold Mortgagee access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Tenant.

(c) Upon Leasehold Mortgagee's acquisition of the Lease by foreclosure, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect. Leasehold Mortgagee or any other purchaser at a foreclosure sale of the leasehold mortgage (or Leasehold Mortgagee or its nominee if one of them enters into a new lease with Landlord) shall succeed to all the rights of Tenant in any security or other deposits or other impound payments.

(d) If Leasehold Mortgagee commences enforcement of the Leasehold Mortgage, then upon Leasehold Mortgagee's commencement enforcement of the Lease, Leasehold Mortgagee shall cure all prior defaults of Tenant under the Lease that are reasonably capable of being cured by Leasehold Mortgagee within the time set forth in Section 19(a)(ii) above, and Landlord shall treat Leasehold Mortgagee as Tenant under the Lease. If Leasehold Mortgagee cures

all defaults by Tenant and does not acquire the Lease, or if Leasehold Mortgagee commences enforcement under its leasehold mortgage, and thereafter Tenant cures such defaults (which cure Landlord shall be obligated to accept) and Leasehold Mortgagee then terminates its enforcement remedies, then the Lease shall remain in full force and effect between Landlord and Tenant.

(e) Landlord consents to the grant by Tenant to Leasehold Mortgagee of (and hereby subordinates any such lien it may have to) the lien on and security interest in all assets and personal property of Tenant located on the Demised Premises, including, but not limited to, inventory, goods, machinery and equipment (the "Personal Property") and agrees that the same, even if deemed "fixtures" under applicable law, shall not become the property of Landlord upon Lease termination or expiration. In connection with any foreclosure or similar action relating to the Personal Property, Leasehold Mortgagee (or its representatives) may enter the Demised Premises to implement such action without liability therefor; provided that (a) rent is paid during occupancy by Leasehold Mortgagee and (b) Leasehold Mortgagee pays for damages caused by Leasehold Mortgagee or its representatives in removing the Personal Property.

(f) Landlord agrees to provide any such Leasehold Mortgagee with any information or document reasonably requested, including but not limited to an estoppel statement or a non-disturbance, subordination and attornment agreement in the format provided by Leasehold Mortgagees, and acceptable to Mortgagee in Mortgagee's reasonable judgment, within twenty (20) days after Landlord receives a request to do so. If the format is unable to be agreed upon then Tenant shall have the immediate one time right to cancel the Lease or otherwise agree that no non-disturbance agreement shall be provided to the Leasehold Mortgagee and the Lease shall continue in full force. All costs associated with obtaining the non-disturbance agreement shall be born 100% by Tenant. Landlord shall be conclusively deemed to have approved any requested estoppel statement if the same is not returned to Tenant within the twenty (20) day period.

(g) No modification or termination of the Lease shall be effective without Leasehold Mortgagee's prior written consent. No notice of default by Landlord shall be effective unless a copy thereof is delivered concurrently to Leasehold Mortgagee.

## 20. MISCELLANEOUS.

(a) This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties.

(b) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full force and effect.

(c) This Lease shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Landlord and Tenant.

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

(e) This Lease shall be governed by the laws of the State in which the Demised Premises are located.

(f) In the event a flagpole structure is erected by Tenant on the Demised Premises, Tenant agrees to furnish the flag and replace as required.

(g) Tenant agrees that any fence constructed within the Demised Premises, as may be required under Palm Beach County laws, ordinances, orders, rules and regulations, shall also be subject to Owner's prior consent, such consent not to be unreasonably withheld, conditioned or delayed.

**[Remainder of page intentionally left blank]**

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

Landlord: FWI 16 LLC

By: [Signature]  
Name: Stephen D Sokop  
Title: Authorized Agent

Tax ID/S.S. Number: 01-0649807

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

On the 3rd day of October, 2012, personally appeared before me Stephen Sokop, as the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

[Signature]  
Notary Public

My commission expires: 11-28-2014



Tenant: Clearview Tower Company, LLC

By: [Signature]  
Name: Thomas C Gomprecht  
Title: Vice President

STATE OF Maryland

COUNTY OF Baltimore

On the 27 day of September, 2012, personally appeared before me Thomas C Gomprecht as Vice President of the Tenant named herein, and he acknowledged that he executed this Lease as his free act and deed in such capacity.

[Signature]  
Notary Public

My commission expires: 5/31/2016

SETH LOGAN BLUM  
NOTARY PUBLIC  
BALTIMORE COUNTY  
MARYLAND  
My Commission Expires 05-31-2016



## EXHIBIT A

### Property

The Property consists of:

#### Legal Description

Parcel One of The Wellington Marketplace Plat, recorded in Plat Book 69, page 3 of the public records of Palm Beach County, Florida.

Said Parcel 1 together with easements over the following described Parcels 2 and 3:

#### Parcel 2:

Non-exclusive Easement Rights for ingress and egress created by and subject to the terms of that Cross Easement Agreement recorded April 30, 1991 in Official Records Book 6943, page 898 of the public records of Palm Beach County, Florida.

#### Parcel 3:

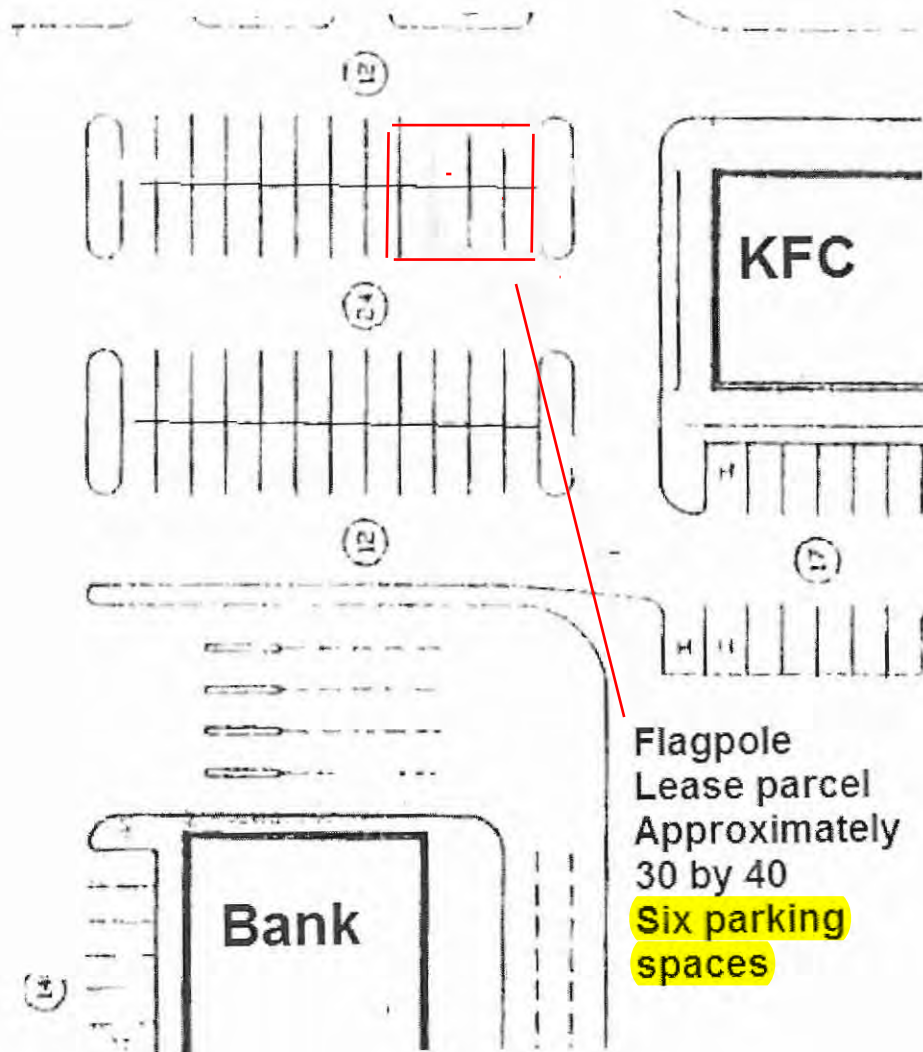
Non-exclusive Easement Rights for ingress, egress and parking as created by and subject to the terms of that Declaration of Cross Easements recorded May 18, 1992 in Official Records Book 7246, page 1949 of the public records of Palm Beach County, Florida.



EXHIBIT B

Demised Premises

[The sketch below is for reference purposes only and will be replaced by a scale drawing and/or legal description.]



**EXHIBIT C**

**Memorandum of Lease**

CLERK: Please return this document to: Clearview Tower Company, LLC  
26 Yolanda Drive  
Edison, NJ 08817  
Attn: Legal Dept.

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **FW1 16 LLC**, with an address at 2120 Drew Street, Clearwater, Florida, (hereinafter referred to as "Landlord") and **Clearview Tower Company, LLC**, a Delaware limited liability company with an address at 26 Yolanda Drive, Edison, NJ 08817 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a Ground Lease ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2012, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on \_\_\_\_\_, 2012, ("Commencement Date"), with nine (9) successive five (5) year options to renew.
3. The property which is the subject of the Agreement is described in **Exhibit 1** annexed hereto ("Property"). The portion of the Property being leased to Tenant (the "Demised Premises") is described in **Exhibit 2** annexed hereto.

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

**Landlord:**        **FW1 16 LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, as the \_\_\_\_\_ of the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

***Tenant:***        **Clearview Tower Company, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, as the \_\_\_\_\_ of the Tenant named herein, and he acknowledged that he executed this Lease as his free act and deed in such capacity.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT 1

Property

EXHIBIT 2

Demised Premises