

# **August 7, 2024 Board of Adjustment Hearing**

**WEDNESDAY, AUGUST 7, 2024**

**5:30 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. AGENDA APPROVAL** - (Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)
- 4. APPROVAL OF MINUTES**
  - A. May 1, 2024 Board of Adjustment Hearing**
- 5. NEW BUSINESS**
  - A. BOA-001428-2024 – Beachside ATT Tower Buffer Variance Request**
- 6. PUBLIC COMMENTS**
- 7. NEXT MEETING DATE: September 4, 2024**

If a person decides to appeal any decision made by the City Council, committee, board, panel, or agency with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she will may need to ensure that a record of the verbatim record of the proceedings is made, which record includes the testimony and evidence upon the appeal is to be based. "Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's Office 850.837.4242 at least 48 hours in advance".

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**BOARD OF ADJUSTMENT  
DESTIN CITY HALL ANNEX CHAMBERS  
WEDNESDAY, MAY 1, 2024  
5:30 P.M.**

**1. CALL TO ORDER:**

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, May 1, 2024, at Destin City Hall Annex Chambers.

**2. ROLL CALL & PLEDGE OF ALLEGIANCE:**

**Present:**

Tom Weidenhamer  
Daniella Piper  
David Emerson  
James Moomaw

**Absent:**

Robert Pinard  
Joshuah Brister

**Staff Present:**

Rey Bailey, City Clerk  
Steven O'Connor Principal Planner  
Kyle Bauman, City Attorney

**3. APPROVAL OF AGENDA:**

Board member Emerson moved for approval of the agenda, seconded by Board member Piper. Motion passed 4-0.

**4. APPROVAL OF MINUTES:**

➤ **March 6, 2024**

Motion by Board Chairman Weidenhamer, seconded by Board member Emerson, to approve the minutes of the March 6, 2024 meeting passed 4-0.

**5. NEW BUSINESS:**

**A. LU-001390-2024 – 1209 Airport Road, STE.11 – Special Exception.**

The City Attorney sworn in the following individuals for testimony:

- Jessica Carlist – representing Kreger Construction
- Josh Gregory – Owner of Food Fleet/OrgasmicEatz
- Principal Planner Steve O'Connor

The city's Principal Planner Steve O'Connor provided the following report:

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The applicant is proposing a food truck commissary and prep kitchen and is requesting approval of a Special Exception for the food truck commissary under *LDC Article 7.12.02*, which allows lots divided by a zoning district boundary line to extend the regulations for either portion of the lot, not to exceed 50 feet beyond the district line, into the remaining portion of the lot. The subject property is located at 1209 Airport Rd. Ste. 11. The property is split by the Commercial General (CG) and the Industrial (IN) zoning districts. Based upon the description of the use provided by the applicant, the food truck commissary is considered storage (NAICS Code 493), which is a Conditional Use within the Commercial General zoning district and is permitted in the Industrial zoning district.

To sustain the existing and long-term market demands for commercial goods and services, properties designated CG are not intended to be used for long-term residential uses, manufacturing of goods, or other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards, or other impacts generally associated with more intensive industrial uses. The proposed Special Exception is consistent with the intent of the CG zoning district and Commercial General Future Land Use Map (FLUM) designation because the proposed use is not anticipated to generate any nuisance impacts.

To determine the potential impacts and compatibility of the proposed use, the application was evaluated per the Land Development Code Criteria for Conditional Use as follows:

1. ***Land Use Compatibility.*** The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.

Staff's Findings: The subject property is adjacent to existing commercial and industrial uses, including the airport. The outdoor fenced area will only be used to store trailers when not in use, and all other commissary and prep activities will occur inside the building. There will be no manufacturing of goods, or other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards, or other impacts generally associated with more intensive industrial uses.

2. ***Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.*** The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation,

infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Staff's Findings: The subject property is of sufficient size to accommodate the requested use and all improvements required by the Land Development Code.

- 3. *Proper use of mitigative techniques.*** The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land-use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the public health, safety, and welfare.

Staff's Findings: The requested use will not create any adverse impacts to adjacent land uses. There will be no manufacturing of goods, or other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration or major fire hazards, or other impacts generally associated with more intensive industrial uses.

- 4. *Hazardous waste.*** The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with Best Management Principles and Practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

Staff's Findings: The proposed use will not generate hazardous waste or require the use of hazardous materials.

- 5. *Avoid over-proliferation of uses.*** An over-proliferation of similar uses within a zoning district shall not be permitted.

Staff's Findings: This is the only known food truck commissary use within the CG or IN zoning districts.

- 6. *Compliance with applicable laws and ordinances.*** A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws

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and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The City may affix other conditions to an approval of a conditional use in order to protect public health, safety, and welfare.

Staff's Findings: The proposed use complies with all applicable City laws and the applicant is responsible for obtaining permits from all other applicable government agencies.

As proposed, the staff has determined the requested Special Exception is consistent with the Comprehensive Plan and satisfies all the criteria for Conditional Use per the Land Development Code. Staff recommends the Board of Adjustment's approval of the proposed Special Exception subject to the approval and issuance of all applicable city and state permits.

**Board Chairman Weidenhamer moved for the approval of Special Exception LU-001390-2024, subject to the approval and issuance of all applicable City and State permits. Board member Emerson provided a second to the motion, which passed 4-0.**

**6. OTHER BUSINESS: None**

**7. ADJOURNMENT:**

There being no further business the meeting was adjourned at 5:45 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Tom Weidenhamer, Chairman

\_\_\_\_\_  
Rey Bailey, City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



# AGENDA ITEM

**MEETING DATE:** August 7, 2024  
**BOARD/COMMITTEE:** Board of Adjustment  
**TYPE OF AGENDA ITEM:** Action Item  
**OUTLINE NUMBER:** 5.A.

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**TO:** Board of Adjustment

**THRU:** Tina Deater, Community Development Director  
Kimberly Kopp, City Attorney

**FROM:** Daniel Butler, Senior Planner  
Steve O'Connor, Principal Planner

**DATE:** July 29, 2024

**SUBJECT:** BOA-001428-2024 – Beachside ATT Tower Buffer Variance Request

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**I. BACKGROUND:** This is an application for a Variance Request regarding the ATT Beachside Tower that currently exists at 103T Matthew Boulevard. The applicant is requesting relief from *Land Development Code (LDC) Section 12.04.04.G*, which requires a landscaped buffer zone of 10' in width surrounding the tower site, or a fence/wall and plantings surrounding the tower site. The applicant is proposing to keep the existing eight foot (8') high faux brick masonry wall as the screening component.

The subject project is located at 103 T Matthew Boulevard (Parcel ID: 00-2S-22-0587-0000-0060).

**Applicant:** Charles Padgett of Shirah and Company, LLC

**Location:** 103 T Matthew Boulevard

**Size of Property:** Lease area is 20' x 50' (1,000 square feet) on a 3.25 acre property

**Current Zoning:** Institutional (INST)

**Future Land Use Map Classification:** Institutional (INST)

**Legal Notice:** The legal notice for the proposed variance request was submitted for publication in the Northwest Florida Daily News with publication dates of July 28, 2024, and August 2, 2024.

**Request:** The applicant is requesting a variance from the following Land Development Code section:

*LDC Article 12.04.04.G., Telecommunications Tower Sites –*

*The following criteria shall govern landscaping surrounding all telecommunication*

towers:

1. *A landscaped buffer zone consisting of shrubs, hedges, trees, vines, grass, ground cover or other landscape treatment at least ten feet in depth shall be provided. Such landscaped buffer shall be designed not less than six feet in height to form a continuous, opaque screen around the telecommunications tower site. Such landscaped buffer shall be located adjacent to the common lot line. Existing native vegetation may be incorporated into buffer zones and credited toward the minimum standard; or*

2. *A six-foot high masonry wall or wooden fence set in a ten-foot wide landscaped buffer area may be substituted for the required six-foot high planted buffer mentioned above. In addition, one (1) tree shall be provided for each 25 linear feet of such landscaped buffer or fractional part thereof. Additionally, said ten (10) foot wide landscaped buffer area shall include one (1) shrub for each five (5) feet of landscaped buffer or fractional part thereof. Said shrub shall be on average, three (3) foot high at the time of planting. Grass, ground cover or other landscape material, excluding paving or gravel, shall be planted in addition to the required trees and shrubs.*

**II. DISCUSSION:** The existing telecommunications tower was originally approved in 2014 and constructed per the approved plans. AT&T is now proposing to extend the height of the flagpole ten feet (10') to provide optimum performance and accommodate their services of 5G – C-Band, DOD, & First Net.

As such, **LDC Section 7.19.09** states that the expansion of existing towers must comply with all current standards of the LDC, which includes the buffering requirements listed above. Currently, the existing tower has an eight foot (8') faux brick masonry wall screening the tower facility, but no plantings/landscape, as the lease area is in the middle of a parking lot (which supports the church on site).

**FINDINGS:**

According to **LDC Section 2.25.03(C)**, to authorize upon appeal such variance from the terms of any zoning ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of such ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of the conditions, the Board of Adjustment must find:

1. **That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.**

**Applicant response:**

Affirmed. Special conditions and circumstances exist in that the site is located on the parent parcel of The Village Baptist Church parking lot. There is no room to afford for the landscape buffer, nor will the Church allow the disruption and use of approximately 15 additional parking spaces for the landscape buffer.

**Staff Findings:**

Staff would agree that the tower being located within a parking lot that supports the church (primary use) would constitute a special circumstance existing on site which is not applicable to other properties in the zoning district.

**B. That special conditions and circumstances do not result from the actions of the Applicant.**

**Applicant response:**

Affirmed. The special conditions and circumstances are not the result of the applicant.

**Staff Findings:**

The originally approved tower was permitted and constructed in 2014 within a 20' x 50' lease area on the subject parcel. The special conditions and circumstances that exist are not the result of the applicant of this application.

**C. That granting the requested variance will not confer on the Applicant any special privileges denied by any zoning ordinance to other lands, buildings or structures in the same zoning district.**

**Applicant Response:**

Affirmed.

**Staff Findings:**

If granted, the applicant would be exempt from providing the required plantings within the buffer area; therefore, providing the applicant special privileges that would not be given to other properties applying for telecommunication facilities in the same (or any) zoning district.

**D. That literal interpretation of the provisions of any zoning ordinance would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance, and would it result in unnecessary and undue hardship on the Applicant.**

**Applicant Response:**

Affirmed. The literal interpretation of the provisions of this or any zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance and would work unnecessary and undue hardship on the applicant.

**Staff Findings:**

The existing tower is located in the middle of a parking lot, so while new construction would be able to accommodate the required buffers, the expansion of the existing tower does not have the ability to institute buffer plantings. Therefore, Staff defers to the BOA as to if the literal interpretation of the provisions of this or any zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance and would work unnecessary and undue hardship on the applicant.

**E. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

**Applicant Response:**

Affirmed. This is the minimum variance that will make possible the reasonable use of the land, building, or structure.

**Staff Findings:**

There is already an existing tower on the property. However, based on the applicant's submittal, there are no other existing structures or cell towers within the geographic area that will support these services.

**F. That the granting of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

**Applicant Response:**

Affirmed.

**Staff Findings:**

The granting of this variance request would not be injurious to the area involved or otherwise detrimental to the public welfare. Granting the variance would potentially increase the safety of public welfare, as the services being added will be used by first responders and other essential safety personnel.

**PUBLIC COMMENTS:**

There has only been one (1) public comment received regarding this request, which is attached to the agenda item.

- A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence,  
II. Enhanced quality of life and safety for all families
- B. Effect on Budget (EOB):** N/A
- C. Level of Service (LOS):** N/A
- D. Legislative Sponsor:**

**III. CONCLUSION:** The applicant is requesting relief from *Land Development Code (LDC) Section 12.04.04.G*, which requires a landscaped buffer zone of 10' in width surrounding the tower site, or a fence/wall and plantings surrounding the tower site. The applicant is proposing to keep the existing eight foot (8') high faux brick masonry wall as the screening component.

Per *Land Development Code (LDC), Section 2.25.03(C)*, to authorize a variance request, the Board of Adjustment must find that all six (6) of the aforementioned criteria must be satisfied. After hearing all the testimony regarding the proposed variance request, the Board of Adjustment must determine whether to approve or deny the variance request.

**IV. RECOMMENDED MOTION:**

**I move to recommend that the Board of Adjustment approve the proposed Variance Request, BOA-001428-2024.**

**ALTERNATE MOTION:**

**I move to recommend that the Board of Adjustment approve with conditions/deny the proposed Variance Request, BOA-001428-2024.**

Attachments:

1. 1. Letter of Request
2. 2. Construction Plans
3. 3. Site Survey
4. 4. Site Lease Agreement
5. 5. Exhibit 2 of Lease Agreement
6. 6. FirstNet Handout Information
7. 7. Village Baptist Support
8. 8. Beachside ATT Tower Abutter
9. 9. Property Posting Affidavit
10. 10. Sign Posting Photo

# Shirah & Company

June 7, 2024

City of Destin  
Board of Adjustment  
4200 Indian Bayou Trail  
Destin, FL 32541

RE: Letter of Request for Variance

LETTER OF REQUEST REGARDING VARIANCE APPLICATION FOR THE APPLICANT, NEW CINGULAR WIRELESS PCS, LLC (AKA: AT&T) IN AN EFFORT TO IMPROVE CELL PHONE COVERAGE AND FIRST NET, REQUESTS THE REVIEW AND APPROVAL OF OUR VARIANCE APPLICATION TO WAIVE THE REQUIREMENT NOTED IN LDC SECTION 12.04.04.G.

LOCATION OF EXISTING 65' FLAGPOLE CELL TOWER SITUATED AT 103T MATTHEW BLVD., DESTIN, FL 32541 (PARCEL: 00-2S-22-0587-0000-0060 / ZONING DISTRICT: INST / PARENT TRACT: 3.282 ACRES / LEASE AREA: 0.02 ACRES.

The following statement is intended to comply with the application requirements of the City of Destin, Florida and should also be considered as the letter of intent for the forthcoming application to be submitted for the Development Order. It is AT&T intent to extend the height of the Flagpole 10 feet to provide optimum performance and accommodate their services of 5G – C-Band, DOD & First Net.

Pursuant to the City of Destin LDC Section 12.04.04.G, the below is listed as the minimum landscape buffered requirement:

“A landscaped buffer zone consisting of shrubs, hedges, trees, vines, grass, ground cover or other landscape treatment at least ten feet in depth shall be provided. Such landscaped buffer shall be designed not less than six feet in height to form a continuous, opaque screen around the telecommunications tower site. Such landscaped buffer shall be located adjacent to the common lot line. Existing native vegetation may be incorporated into buffer zones and credited toward the minimum standard;

OR

A six-foot high masonry wall or wooden fence set in a ten-foot wide landscaped buffer area may be substituted for the required six-foot high planted buffer mentioned above. In addition, one (1) tree shall be provided for each 25 linear feet of such landscaped buffer or fractional part thereof. Additionally, said ten (10) foot wide landscaped buffer area shall include one (1) shrub for each five (5) feet of landscaped buffer or fractional part thereof. Said shrub shall be on average, three (3) foot high at the time of planting. Grass, ground cover or other landscape material, excluding paving or gravel, shall be planted in addition to the required trees and shrubs.”

Neither of these options can be reasonably achieved. There is however, an existing 8' high faux brick masonry wall which completely screens the entire perimeter surrounding the telecommunications tower site. The adjoining properties are noted within the attached aerial map that depicts the existing setbacks and additional screening from the common lot line to the tower site. Below is a summary of these directional views from the tower site.

(912) 268-2083

202 Marina Drive  
St. Simons Island, GA 31522

Fax (404) 393-9311

North from Tower Site: A retention pond is immediately outside the north edge of the compound. Due to environmental factors, this area cannot be disturbed or used for a landscape buffer. The adjoining parcels over 100 feet to the north of the tower site are zoned CG and are the rear of the buildings with utilities, garbage dumpsters and only rear access doors for the buildings. There is a continuous hedgerow of 3' bushes running east and west along the common lot line.

South from Tower Site: Single Family Residential homes zoned CBN are located over 220 feet south of the tower site. At the common lot line there is a 6' continuous wooden fence dividing the church parking lot and the houses. While the tower site is in view from the second story of these homes, the parking lot provides a wide separation from the tower compound along with interspersed trees in the parking lot medians and the 8' faux brick masonry wall provides further screening to the inside of the tower compound.

East from Tower Site: The adjoining parcel 75 feet east of the tower site is zoned CG and used for a strip mall with mixed uses that include Restaurants, Barnes & Noble Book Store, and a Nail Spa. The side of the building faces the tower compound which has no access to the restaurant and is only used for parking. There is an existing mature hedgerow of mature 4' to 6' bushes all along the common lot line.

West from Tower Site: The adjoining parcel 270 feet west of the tower site is zoned CG and is used for a bowling alley. Dividing the tower site and the bowling alley parcel is the right-of-way of Matthew Boulevard. On both east and west sides of the right-of-way there is a landscape buffer comprised of trees and bushes which further obscure the view to the tower site. The bowling alley is 700 feet west of the tower site.

In referencing the LDC Section 2.25.03.C, we acknowledge in the affirmative to all 6 items listed below as follows:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. **Applicant Response:** *Affirmed. Special conditions and circumstances exist in that the site is located on the parent parcel of The Village Baptist Church parking lot. There is no room to afford for the landscape buffer, nor will the Church allow the disruption and use of approximately 15 additional parking spaces for the landscape buffer.*
2. That the special conditions and circumstances do not result from the actions of the applicant. **Affirm.** **Applicant Response:** *Affirmed. The special conditions and circumstances are not the result of the applicant.*
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by any zoning ordinance to other lands, buildings, or structures in the same zoning district. **Applicant Response:** *Affirmed.*
4. That literal interpretation of the provisions of any zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance and would work unnecessary and undue hardship on the applicant. **Applicant Response:** *Affirmed. The literal interpretation of the provisions of this or any zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance and would work unnecessary and undue hardship on the applicant.*

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure. **Applicant Response:** *Affirmed. This is the minimum variance that will make possible the reasonable use of the land, building, or structure.*
6. That the grant of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. **Applicant Response:** *Affirmed.*

There are no other existing structures or cell towers within the geographic area that will support our services and the geographic boundaries of the proposed service area to avoid the necessity of extending the existing freestanding flagpole cell tower and there exists a present demand and formal commitment by AT&T to continue to provide service at the site. The applicant is confident that the proposed use will enhance surrounding property values. To minimize adverse visual impacts the design of the cell tower will be maintained in the spirit of its existing properties of a stealth designed flagpole. The proposed 10 feet extension is the minimum height necessary to provide the applicant's communications service.

There will be no adverse impact on the local population density pattern and public infrastructure, including but not limited to schools, utilities and roads. The applicant will use existing utilities and a private easement via an existing permanent access off Crystal Lake Plaza that joins the cross street of Matthew Boulevard. Access and traffic will not be an issue.

Respectfully, the applicant asks that our request for the variance be approved without conditions due to the unique characteristics of the property and surrounding area. The telecommunication services that AT&T provides are deemed critical infrastructure and essential services by the federal government through the Telecommunications Act of 1996, and confirmed by Governor DeSantis through an executive order in the State of Florida. The services provided are not only for the public who subscribe to AT&T's cell phone service, but also to local, state, and federal employees working in various vocations including, first responders (EMS, Police, Fire & Rescue), the Department of Defense, and more. These services AT&T provides improve upon the safety and wellbeing of the community.

Supplemental Enclosures:

Application Fee  
Survey  
Site Plan  
Structural Engineering Report  
RF Memo / Letter of Need  
Propagation Maps (Before and After)  
Aerial Map with Setbacks  
FirstNet Handout

Sincerely,

Chad Caudill  
Shirah and Company, LLC  
202 Marina Drive  
St. Simons Island, GA 31522  
Cell: 904-437-7377  
[ccaudill@shirahandcompany.com](mailto:ccaudill@shirahandcompany.com)



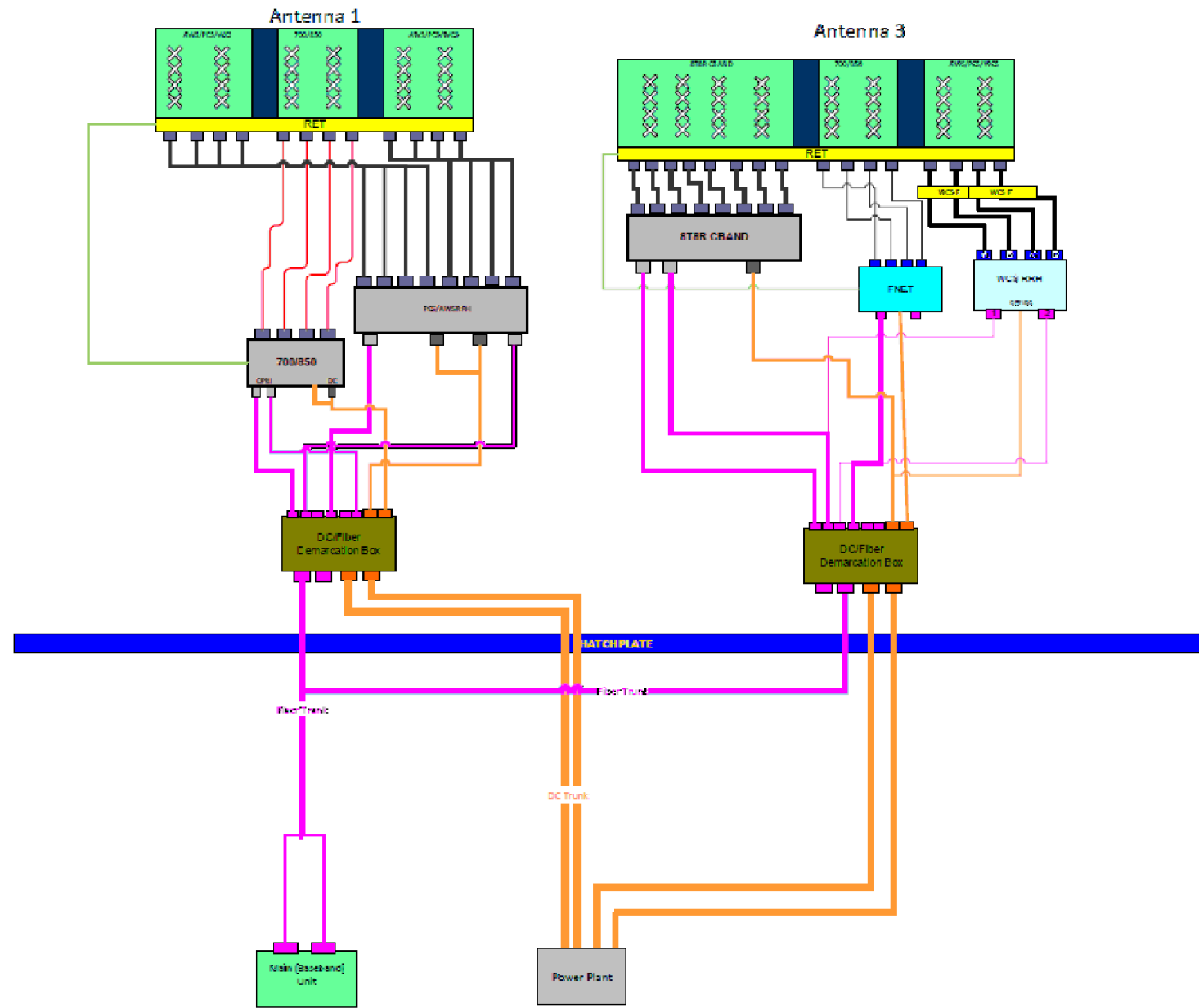








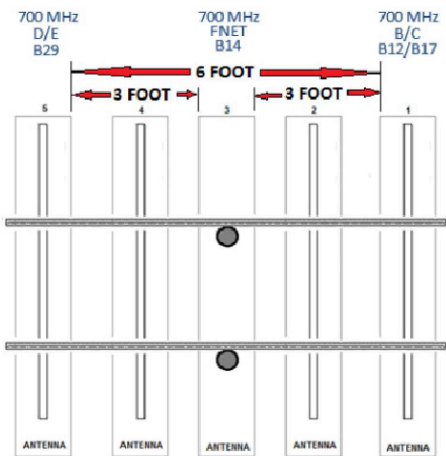


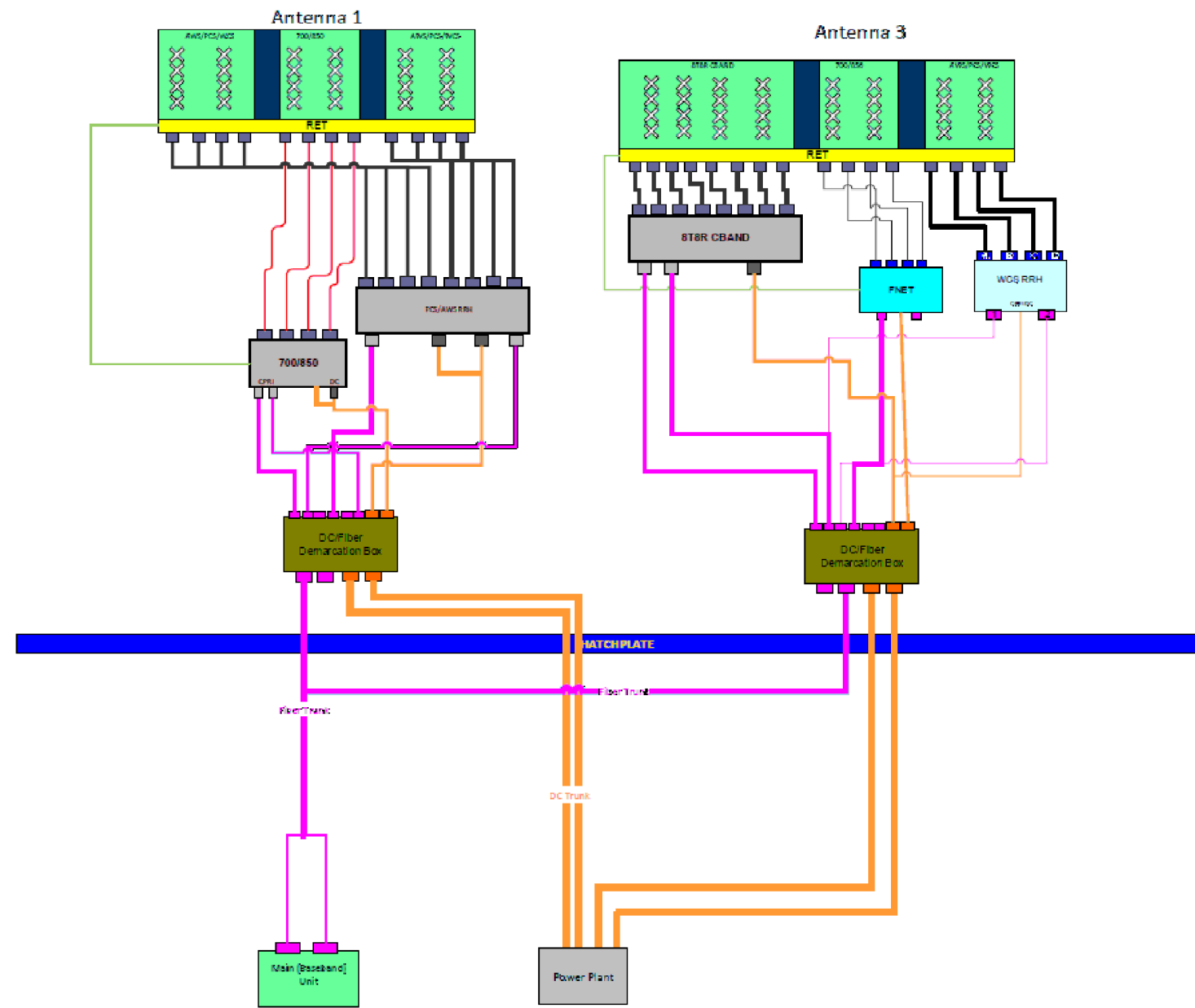


PLUMBING DIAGRAM

Part Number	Description	OIN	Typical RRU use
RDH10265/25	OPTICAL TRANSCEIVER/SFP+ CPRI & 10GBASE-SFP7/High Temp	CEQ.17828	4449/8843/4415/4426
RDH10265/3	OPTICAL TRANSCEIVER/SFP+ CPRI & 10GBASE-SFP7/Low Temp	CEQ.14289	RRUS32/BBUs
RDH10247/25	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE-SFP3/High Temp	CEQ.18538	4478
RDH10247/3	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE SFP3/Low Temp	CEQ.32058	RRUS11/RRUS32/BBUs
<b>NOTE (RRU):</b>	(2) SFP PER RADIO ARE NEEDED AT THE TOWER TOP		
<b>NOTE (BBU):</b>	(1/2) LOW TEMP SFP PER RADIO LINK IS NEEDED AT BBU (Refer to RFDS for 1 or 2 SFP ). *SFP must have same speed-bandwidth as SFP in Radio*		
<b>NOTE:</b>	SFP part number definition: 265/= 10GBASE speed-bandwidth, 247/= 1000BASE speed-bandwidth		
<b>NOTE:</b>	SFP part number definition: /25= High Temp, /3= Low Temp		

IDEAL ANTENNA SEPERATION FOR 700MHz BAND

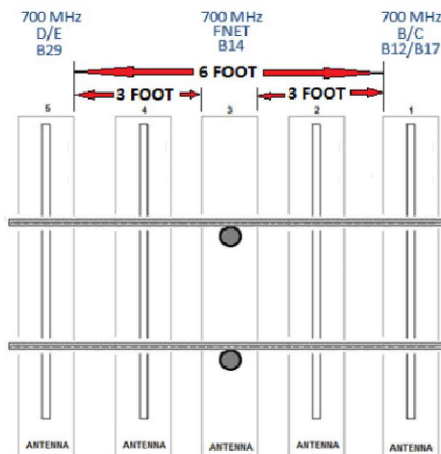


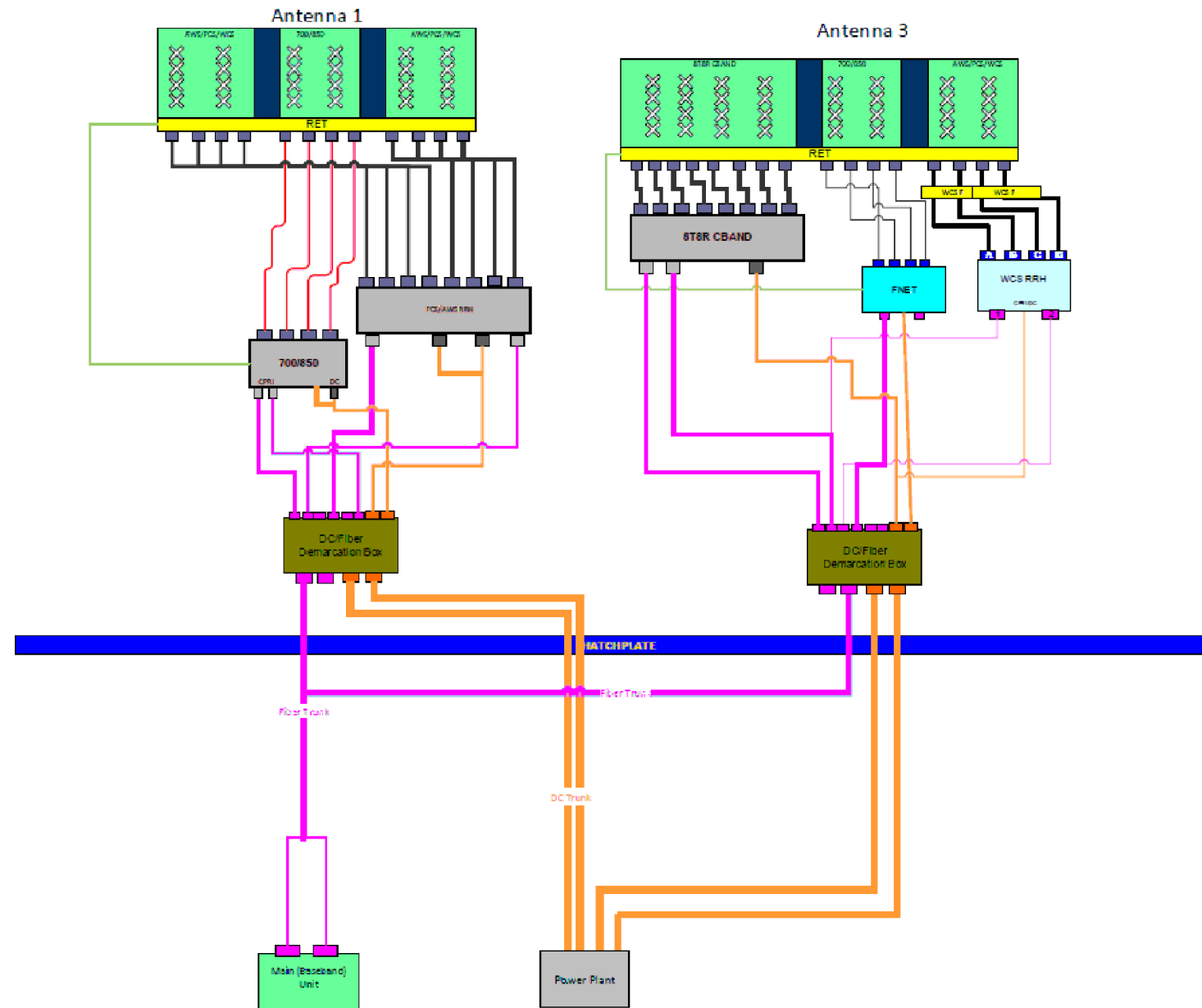


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RDH10247/25	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE-SFP3/High Temp	CEQ.18538	4478
RDH10247/3	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE SFP3/Low Temp	CEQ.32058	RRUS11/RRUS32/BBUs
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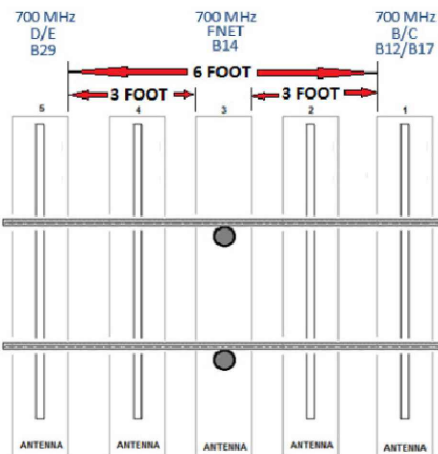
IDEAL ANTENNA SEPERATION FOR 700MHz BAND



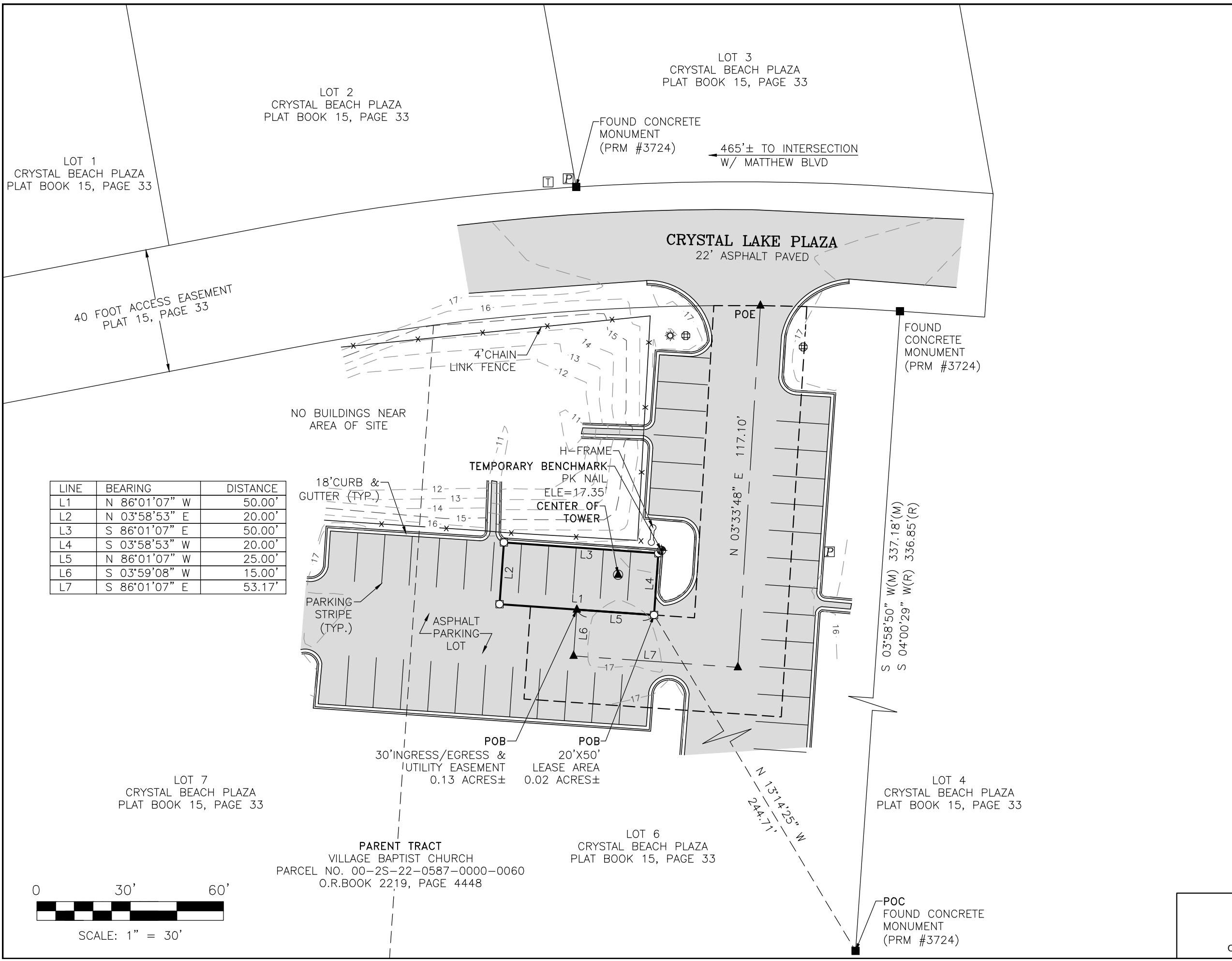


PLUMBING DIAGRAM

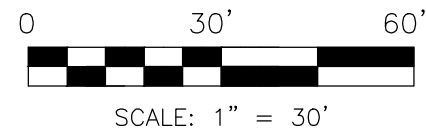
IDEAL ANTENNA SEPERATION FOR 700MHz BAND



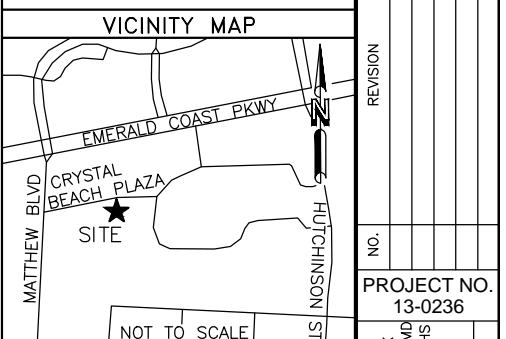
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RDH10247/25	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE-SFP3/High Temp	CEQ.18538	4478
RDH10247/3	OPTICAL TRANSCEIVER/SFP+ CPRI 1000BASE SFP3/Low Temp	CEQ.32058	RRUS11/RRUS32/BBUs
<b>NOTE (RRU):</b>	(2) SFP PER RADIO ARE NEEDED AT THE TOWER TOP		
<b>NOTE (BBU):</b>	(1/2) LOW TEMP SFP PER RADIO LINK IS NEEDED AT BBU (Refer to RFDS for 1 or 2 SFP ). *SFP must have same speed-bandwidth as SFP in Radio*		
<b>NOTE:</b>	SFP part number definition: /25/= 10GBASE speed-bandwidth, /247/= 1000BASE speed-bandwidth		
<b>NOTE:</b>	SFP part number definition: /25= High Temp, /3= Low Temp		



LINE	BEARING	DISTANCE
L1	N 86°01'07" W	50.00'
L2	N 03°58'53" E	20.00'
L3	S 86°01'07" E	50.00'
L4	S 03°58'53" W	20.00'
L5	N 86°01'07" W	25.00'
L6	S 03°59'08" W	15.00'
L7	S 86°01'07" E	53.17'



TOWER INFO	
LATITUDE:	30°23'14.040" NORTH
LONGITUDE:	86°25'44.633" WEST (NAD 83)
GROUND ELEVATION:	16.9' ABOVE MEAN SEA LEVEL (NAVD88)



FLORIDA NORTH	
GRID TO TRUE NORTH CONVERGENCE	-0'58"
TRUE NORTH TO MAGNETIC DECLINATION	2'54" W
COMBINED SCALE FACTOR	0.999955771

LEGEND	
○	= 5/8" CAPPED REBAR SET (#0006141)
●	= FOUND PROPERTY MARKER
□	= SET PK NAIL
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
POE	= POINT OF ENDING
▲	= CALCULATED POINT
(R)	= RECORDED INFORMATION
⊙	= POWER POLE
☀	= LIGHT POLE
⊕	= GRATE INLET
↓	= GUY ANCHOR
⊞	= POWER BOX
⊞	= TELEPHONE PEDESTAL
■	= ASPHALT
---	= RIGHT-OF-WAY
-op-	= OVERHEAD POWER

**FLOOD NOTE**

By graphic plotting only, the subject property appears to lie in Coastal Barrier (Identified 10-01-83) of the Flood Insurance Rate Map Community Panel No. 12091C0493H, which bears an effective date of December 6, 2002 and is in a special flood hazard area.

Coastal Barrier (Identified 10-01-83): Flood insurance not available for structures newly built or substantially improved on or after October 1, 1983, in designated coastal barriers.

BEACHSIDE FL  
11565486  
T-2-S, R-22-W  
OKALOOSA COUNTY, FLORIDA

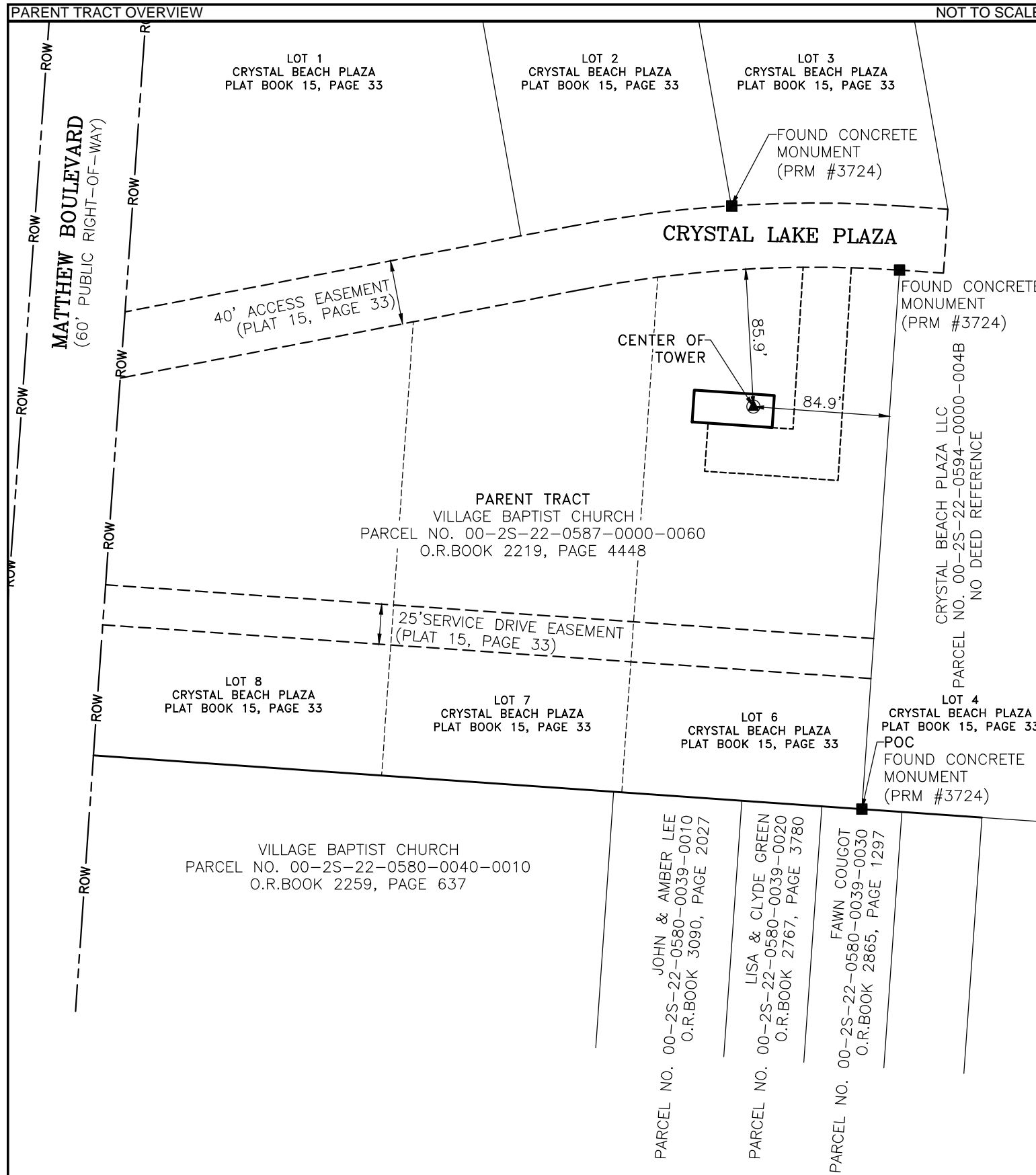
RAWLAND TOWER SURVEY

FOR: SMW Engineering Group, Inc.  
158 Business Center Drive  
Birmingham, Alabama 35244  
Ph: 205-252-6985  
www.smweng.com

BLUE WAVE  
2527 NELSON MILLER PKWY, SUITE 106  
LOUISVILLE, KY 40223

PROJECT NO. 13-0236

DRAWN BY: TAS  
CHECKED BY: AAK  
FIELD CREW: JH/MD  
APPROVED BY: WHS  
DATE: 07/29/13  
SCALE: 1" = 30'  
SHEET 1 OF 2



NOT TO SCALE

**PARENT TRACT (O.R. BOOK 2219, PAGE 4448)**

Lots 6, 7 and 8, CRYSTAL BEACH PLAZA, according to the plat thereof as recorded in Plat Book 15, at Page 33, together with the uses and benefits of that 40 foot access easement as shown on the plat of Crystal Beach Plaza, according to the plat thereof as recorded in Plat Book 15, at Page 33 of the Public Records of Okaloosa County, Florida.

**20'x50' LEASE AREA (AS SURVEYED)**

A lease area being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail and the POINT OF BEGINNING; thence run N 86°01'07" W for a distance of 50.00 feet to a set PK nail; thence run N 03°58'53" E for a distance of 20.00 feet to a set PK nail; thence run S 86°01'07" E for a distance of 50.00 feet to a set PK nail; thence run S 03°58'53" W for a distance of 20.00 feet to the POINT OF BEGINNING. The above described lease area contains 0.02 acres, more or less.

**30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)**

An easement being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail; thence run N 86°01'07" W for a distance of 25.00 feet to the POINT OF BEGINNING of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence run S 03°59'08" W for a distance of 15.00 feet to a point; thence run S 86°01'07" E for a distance of 53.17 feet to a point; thence run N 03°33'48" E for a distance of 117.10 feet to a point on the Southerly edge of a 40 foot access easement as shown on said plat and the POINT OF ENDING. The above described easement to adjoin lease area and 40 foot access easement and contains 0.13 acres, more or less.

**SURVEYOR'S NOTES**

1. This is a Rawland Tower Survey, made on the ground under the supervision of a Florida Registered Land Surveyor. Date of field survey is July 21, 2013.
2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
3. Bearings are based on Florida North State Plane Coordinates NAD 83 by GPS observation.
4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a Continuously Operating Reference Station, PID DL3065. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This Survey was conducted without the benefit of an Abstract Title search.
9. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
10. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
11. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
13. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
14. No zoning information provided.

**SURVEYOR'S CERTIFICATION**

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Florida to the best of my knowledge, information, and belief.

William H. Sommerville, III  
Florida License No. 0006141

BEACHSIDE FL  
11565486  
T-2-S, R-22-W  
OKALOOSA COUNTY, FLORIDA

BY				
DATE				
REVISION				
NO.				
PROJECT NO.		13-0236		
CHECKED BY: AAK	FIELD CREW: JH/MD	APPROVED BY: WHS	DATE: 07/29/13	SCALE: N/A
DRAWN BY: TAS		SHEET 2 OF 2		
<b>RAWLAND TOWER SURVEY</b>				
<b>BLUE WAVE</b>				
2527 NELSON MILLER PKWY, SUITE 106 LOUISVILLE, KY 40223				
FOR:				
SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-252-6985 www.smweng.com				
<b>SMW ENGINEERING GROUP, INC.</b>				

Market: AL/MS/LA  
Site Number: 147627  
Octagon Site Number: FL-1749  
Site Name: Beachside  
Fixed Asset Number: 11565486

## **SITE LEASE AGREEMENT**

This Site Lease Agreement ("SLA") is entered into as of the 30<sup>th</sup> day of June, 2021 ("Commencement Date"), between Barracuda Towers, LLC, a Delaware limited liability company with a principal place of business located at 57 E. Washington Street, Chagrin Falls, Ohio 44022 ("Site Operator"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company with a place of business at 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("AT&T").

1. Integration with Master Lease Agreement: This SLA is entered into pursuant to that certain Master Lease Agreement (as the same may be amended from time to time, the "MLA"), by and among, inter alia, Site Operator (as defined herein) Octagon Towers, LLC, a Delaware limited liability company (Site Operator Parent), and New Cingular Wireless PCS, LLC, a Delaware limited liability company dated December 20, 2019. All the terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. By executing and delivering this SLA, Site Operator and AT&T hereby agree to be bound by all terms and conditions of the MLA applicable to Site Operator and AT&T, respectively, and to perform all covenants and agreements of Site Operator and AT&T, respectively, therein. The terms and conditions of the MLA shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of this SLA, except to the extent otherwise expressly authorized by AT&T in a separate written authorization letter specific to this Site and attached to this SLA that has been duly executed and delivered by the executive vice president responsible for real estate administration for AT&T, or such other officer designated in writing by AT&T as being duly authorized to act on behalf of such executive vice president (the "EVP-RE," and such written authorization letter, the "EVP-RE Authorization Letter"). Capitalized terms used in this SLA shall have the same meaning ascribed to them in the MLA unless otherwise indicated herein.
2. Site No./Name: 147627 / Beachside
3. Latitude and Longitude: 30.3872333° N / -86.4290639° W
4. Site Address and Legal Description of Site: The Site is located at 103 Matthew Boulevard, Destin, FL 32541. Exhibit 1, attached hereto, contains a description or depiction of the Site and any appurtenant easement(s).
5. Description of AT&T Collocation Space: The AT&T Collocation Space shall be as set forth in Section 4(a) of the MLA. The location of any portion of the AT&T Collocation Space, including the location of the AT&T Primary RAD Space, the AT&T Extended RAD

Space, the AT&T Primary Ground Space, any AT&T Additional RAD Space and any AT&T Incremental Ground Space may be described or depicted in Exhibit 2 attached hereto.

6. Description of AT&T Communications Equipment and AT&T Improvements within the AT&T Collocation Space, Frequencies and Wind Load Surface Area: The AT&T Communications Equipment and AT&T Improvements installed within the AT&T Collocation Space (including any generator(s) and fuel tank(s) installed and operated by AT&T within the AT&T Collocation Space) and the frequencies applicable to such AT&T Communications Equipment, the AT&T Primary RAD and any other Additional RAD(s) housing AT&T Communications Equipment are collectively described in Exhibit 3 attached hereto.
7. AT&T Per Site Rent Amount: The AT&T Per Site Rent Amount for this SLA shall be determined and paid in accordance with Sections 5(a) and (e) of the MLA.
8. Term: The term of this SLA shall be as set forth in Section 3(b) of the MLA and shall be deemed to have commenced as the Commencement Date of this SLA, as provided in Section 3(b) of the MLA.
9. Site is Site Operator-Owned: or Site is Site Operator-Leased: Leased (See Exhibit 4 attached hereto for underlying Ground Lease and any amendments thereto). If leased, Term of Underlying Lease: Final expiration date of 5/31/2039.
10. Special Access Requirements: N/A
11. Existing Liens, Rights of Way, Easements, Mortgages, etc.: (See Exhibit 5 attached hereto).
12. Existing Environmental Issues: (See Exhibit 6 attached hereto).
13. State Specific Provisions: (See Exhibit 7 attached hereto).
14. Special Provisions (that expressly preempt MLA terms): (See Exhibit 8 attached hereto).
15. Site Operator Contact for Interference and Access for Emergency (must include email address):

Barracuda Towers, LLC  
c/o Peppertree Capital Management, Inc.  
Attention: Trace Rowe  
57 E. Washington Street  
Chagrin Falls, Ohio 44022  
Email: [Trowe@octagontowersllc.com](mailto:Trowe@octagontowersllc.com)  
918-306-1017 (cell)

16. AT&T Contact for Interference and Emergency (must include email address): AT&T NOC:800-638-2822. E-mail: [DL-NOCMobilityConsole@att.com](mailto:DL-NOCMobilityConsole@att.com)

17. AT&T's Address for Notice Purposes:

New Cingular Wireless PCS, LLC, a Delaware limited liability Company  
C/O AT&T  
ATTN: Tower Asset Group - Lease Administration  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319  
Telephone: (877) 231-5447  
Email: [releaseadmin@att.com](mailto:releaseadmin@att.com)

New Cingular Wireless PCS, LLC  
C/O AT&T Services, Inc.  
One AT&T Plaza  
208 S. Akard Street, Room 3107  
Dallas, TX 75202  
Attention: Paul Theiss – Executive Director – Senior Legal Counsel  
Telephone: (214) 757-3169  
Email: [Paul.Theiss@att.com](mailto:Paul.Theiss@att.com)

18. Site Operator's Address for Notice Purposes: See MLA Section 29(e)

Barracuda Towers, LLC  
c/o Peppertree Capital Management, Inc.  
Attn Ryan Lepene and F. Howard Mandel  
57 E. Washington Street  
Chagrin Falls, Ohio 44022  
Email: [rlepene@peppertreecapital.com](mailto:rlepene@peppertreecapital.com); [HMandel@peppertreecapital.com](mailto:HMandel@peppertreecapital.com)

with a copy to:

Thompson Hine LLP  
Attention: Garrett Evers  
335 Madison Avenue 12th Floor  
New York, New York 10017  
Email: [Garrett.Evers@thomsonhine.com](mailto:Garrett.Evers@thomsonhine.com)

19. Counterparts: This SLA may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

20. Exhibits: Exhibits are an integral part of this SLA and are incorporated by reference to this SLA.

*[Signature Pages Follow]*



**AT&T:**

New Cingular Wireless PCS LLC,  
A Delaware limited liability Corporation

By: AT&T Mobility Corporation  
Its: Manager

By: [Signature]

Name: Bryan Coleman

Title: Associate Director NDE

Date: 3/28/2024

**AT&T ACKNOWLEDGMENT:**

STATE OF Alabama

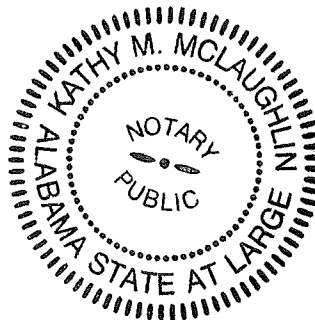
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 28 day of March, 2024, by Bryan Coleman as the Associate Director NDE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public

Print Name: Kathy M. McLaughlin

My Commission Expires: 10-14-24



ATTACHMENTS TO SITE LEASE AGREEMENT

- Exhibit 1: Description of Site and any Appurtenant Easement(s)
- Exhibit 2: Description of AT&T Collocation Space
- Exhibit 3: Inventory of AT&T Communications Equipment (including Plans and Specifications)
  
- Exhibit 4: Underlying Ground Lease
- Exhibit 5: Existing Liens, Rights of Way, Easements and Mortgages
- Exhibit 6: Environmental Disclosure
- Exhibit 7: State-Specific Provisions
- Exhibit 8: Special Provisions

## EXHIBIT 1

### DESCRIPTION OF SITE AND ANY APPURTENANT EASEMENT(S)

See Option and Lease Agreement dated November 15, 2013.

**Site Name: Beachside (Destin, FL, Okaloosa County)**

**PARENT TRACT (O.R. BOOK 2219, PAGE 4448)**

Lots 6, 7 and 8, CRYSTAL BEACH PLAZA, according to the plat thereof as recorded in Plat Book 15, at Page 33, together with the uses and benefits of that 40 foot access easement as shown on the plat of Crystal Beach Plaza, according to the plat thereof as recorded in Plat Book 15, at Page 33 of the Public Records of Okaloosa County, Florida.

**20'x50' LEASE AREA (AS SURVEYED)**

A lease area being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

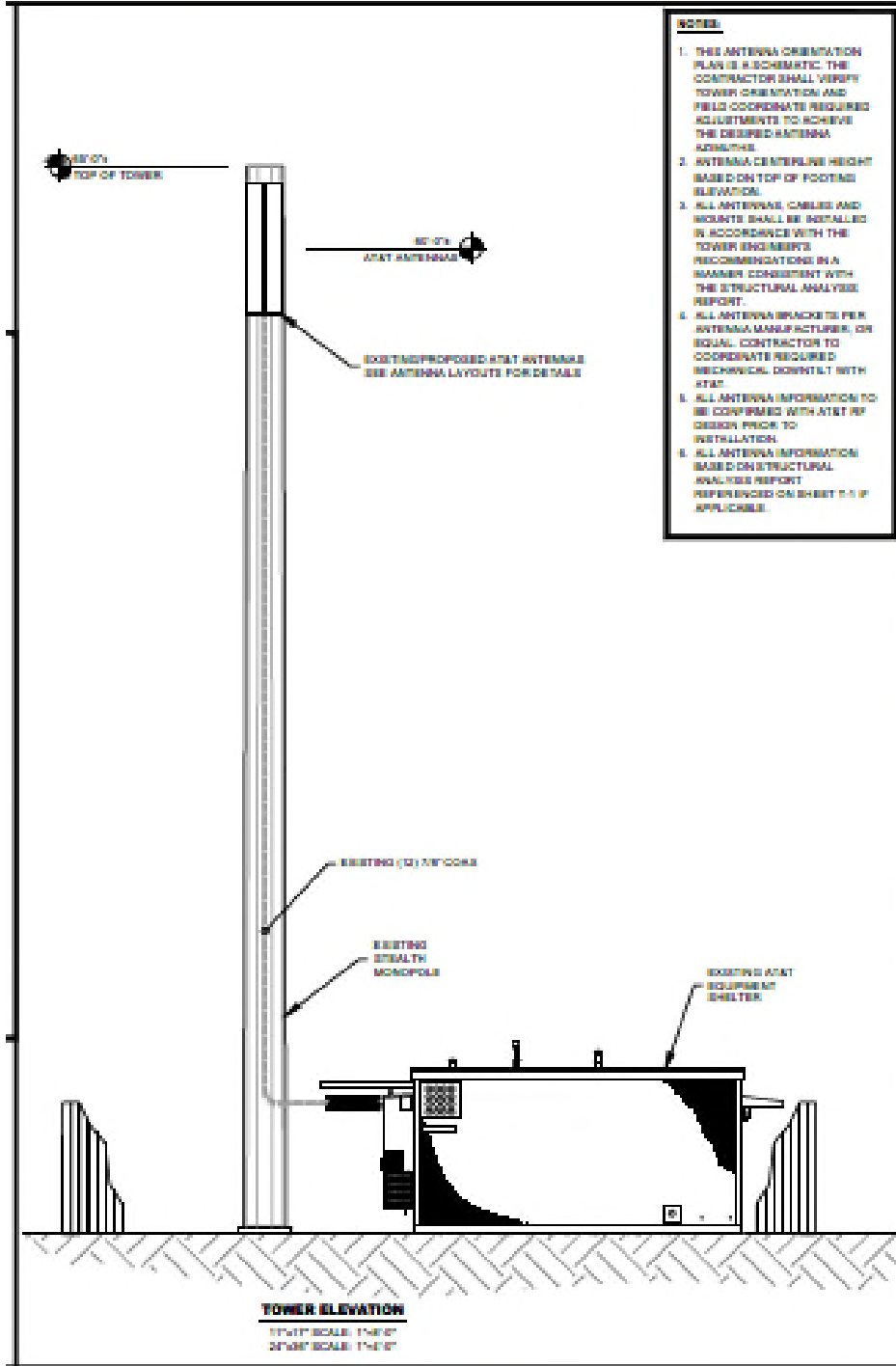
COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail and the POINT OF BEGINNING; thence run N 86°01'07" W for a distance of 50.00 feet to a set PK nail; thence run N 03°58'53" E for a distance of 20.00 feet to a set PK nail; thence run S 86°01'07" E for a distance of 50.00 feet to a set PK nail; thence run S 03°58'53" W for a distance of 20.00 feet to the POINT OF BEGINNING. The above described lease area contains 0.02 acres, more or less.

**30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)**

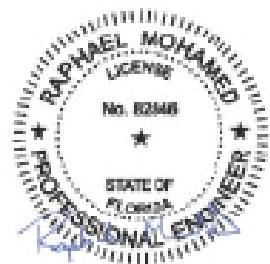
An easement being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail; thence run N 86°01'07" W for a distance of 25.00 feet to the POINT OF BEGINNING of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence run S 03°59'08" W for a distance of 15.00 feet to a point; thence run S 86°01'07" E for a distance of 53.17 feet to a point; thence run N 03°33'48" E for a distance of 117.10 feet to a point on the Southerly edge of a 40 foot access easement as shown on said plat and the POINT OF ENDING. The above described easement to adjoin lease area and 40 foot access easement and contains 0.13 acres, more or less.





- NOTES:**
1. THE ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA ORIENTATION.
  2. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
  3. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A DRAWING CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
  4. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL, CONTRACTOR TO COORDINATE REQUIRED MECHANICAL CONNECTION WITH AT&T.
  5. ALL ANTENNA INFORMATION TO BE CORRELATED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
  6. ALL ANTENNA INFORMATION BASED ON STRUCTURAL ANALYSIS REPORT REFERENCED ON SHEET T-1 IF APPLICABLE.



12/20/2020  
 RAPHAEL MOHAMED, P.E.  
 FLORIDA NO. 82948

**SUBMITTALS**

DATE	DESCRIPTION	REV	ISSUED BY
12/20/20	ISSUE FOR PERM	0	ME

DESIGNED BY: JTS  
 CHECKED BY: JTS  
 APPROVED BY: ME  
 DATE PREPARED: 12/20/20

THIS APPROVAL OR CONFIRMATION IS THE EXCLUSIVE PROPERTY OF AT&T. REPRODUCTION OR CIRCULATION OF THIS APPROVAL OR CONFIRMATION WITHOUT THE PERMISSION OF AT&T IS STRICTLY PROHIBITED.

PREPARED FOR:

PREPARED BY:

507 AIRPORT BLVD, SUITE 101  
 MEMPHIS, TN 38120

SITE NAME:  
**BEACHSIDE PERM**

SITE NUMBER:  
**147627**

SITE ADDRESS:  
**103 MATTHEW BOULEVARD  
 DESTIN, FL 32541**

FA LOCATION:  
**11565486**

SHEET TITLE  
**CABLE LAYOUT &  
 TOWER ELEVATION**

SHEET NUMBER  
**C-2**

EXHIBIT 3

AT&T COMMUNICATIONS EQUIPMENT (MAY INCLUDE SITE ENGINEERING  
EQUIPMENT FORM, INCLUDING PLANS AND SPECIFICATIONS)

See attached Structural Analysis Report dated January 7, 2020.



Date: **January 07, 2020**

Virgil Zanders  
MasTec Network Solutions  
12 Mary Mar St  
Winnsboro, LA, 71295

B+T Group  
1717 S. Boulder, Suite 300  
Tulsa, OK 74119  
(918) 587-4630

**Subject:** **Structural Analysis Report**

**Carrier Designation:** **AT&T Mobility Co-Locate**  
**Site Number:** 147627  
**Site Name:** Beachside Perm

**MasTec Network Designation:** **Site Number:** 11565486  
**Site Name:** Beachside Perm

**Engineering Firm Designation:** **B+T Group Project Number:** 140511.001.01

**Site Data:** **103 Matthew Boulevard, Destin FL 32541, Okaloosa County, FL**  
**Latitude 30° 23' 14.03", Longitude -86° 25' 44.63"**  
**65 Foot - Stealth Concealment Tower**

Dear Virgil Zanders,

B+T Group is pleased to submit this "**Structural Analysis Report**" to determine the structural integrity of the above mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

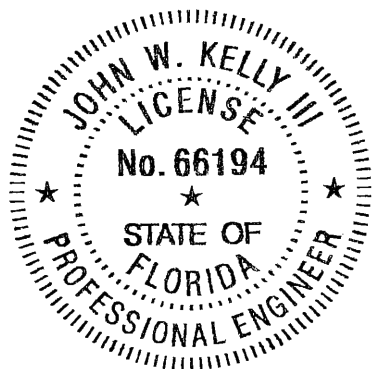
Proposed Equipment Configuration

**Sufficient Capacity**

The analysis has been performed in accordance with the TIA-222-G Standard. This analysis utilizes an ultimate 3-second gust wind speed of 141 mph converted to an equivalent 109 mph nominal 3-second gust wind speed per Section 1609.3.1 for use with TIA-222 G as required by the 2015 International Building Code. Exposure Category C and Risk Category II were used in this analysis.

Structural analysis prepared by: Xavier Jones

Respectfully submitted by: B+T Engineering, Inc.  
COA: 27496 Expires: 02/28/2021



JOHN W. KELLY III, P.E.  
PROFESSIONAL ENGINEER LICENSE: 66194  
B&T ENGINEERING, INC.  
CERTIFICATE OF AUTHORIZATION: 27496

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOHN W. KELLY III, P.E. USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

John W. Kelly, P.E., S.E.

tnxTower Report - version 8.0.5.0

## TABLE OF CONTENTS

### 1) INTRODUCTION

### 2) ANALYSIS CRITERIA

Table 1 - Proposed Equipment Configuration

Table 2 – Other Considered Equipment – Installed At Base Shelter

### 3) ANALYSIS PROCEDURE

Table 3 - Documents Provided

3.1) Analysis Method

3.2) Assumptions

### 4) ANALYSIS RESULTS

Table 4 - Section Capacity (Summary)

Table 5 – Tower Component Stresses vs. Capacity

4.1) Recommendations

### 5) APPENDIX A

tnxTower Output

### 6) APPENDIX B

Base Level Drawing

### 7) APPENDIX C

Additional Calculations

Project Leopard - Confidential Information

**1) INTRODUCTION**

This tower is a 65 ft. Stealth Concealment Tower designed by Stealth Towers. The original design standard and wind speeds are not available.

**2) ANALYSIS CRITERIA**

<b>TIA-222 Revision:</b>	TIA-222-G
<b>Risk Category:</b>	II
<b>Wind Speed:</b>	109 mph
<b>Exposure Category:</b>	C
<b>Topographic Factor:</b>	1
<b>Service Wind Speed:</b>	60 mph

**Table 1 - Proposed Equipment Configuration**

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
60.0	60.0	6	Andrew	SBNHH-1D65C	12	7/8
		6	Commscope	CBC1923T-4310		
		6	Commscope	TMAT1923B68-31-43		
		3	Ericsson	4449 B5/B12		

**Table 2 - Other Considered Equipment – Installed At Base**

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
60.0	60.0	12	Commscope	CBC71726-DP	--	--
		3	Commscope	CBC78T-DS-43		
		4	Commscope	WCS-IMFT-AMT		
		3	Ericsson	4478 B14		
		3	Ericsson	8843 B2/B66A		
		3	Ericsson	RRUS 11 B5		
		3	Ericsson	RRUS-32 B30		

**3) ANALYSIS PROCEDURE****Table 3 - Documents Provided**

Document	Remarks	Reference	Source
Tower Data	Previous Analysis by GPD Group, Project No: 2017713.46	Date: 07/13/2017	Mastec
Foundation Data	Previous Analysis by GPD Group, Project No: 2017713.46	Date: 07/13/2017	Mastec
Soil Data	Geotech Report by Carmichael Engineering, Inc., Job No. G13-3976	Date: 02/20/2014	Mastec
Mount Analysis	Mount Analysis Report by Aria Services, Inc.	Date: 02/23/2017	Mastec
Existing Loading	Previous Analysis by GPD Group, Project No: 2017713.46	Date: 07/13/2017	Mastec
Proposed Loading	RFDS Spreadsheet	Date: 07/01/2019	Mastec

### 3.1) Analysis Method

tnxTower (version 8.0.5.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A.

### 3.2) Assumptions

- 1) The tower and structures were built and have been maintained in accordance with the manufacturer's specification.
- 2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.
- 3) Mount areas and weights are assumed based on photographs provided.

This analysis may be affected if any assumptions are not valid or have been made in error. B+T Group should be notified to determine the effect on the structural integrity of the tower.

## 4) ANALYSIS RESULTS

**Table 4 - Section Capacity (Summary)**

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
L1	65 - 45.5	Pole	TP6.625x6.625x0.563	1	-2.615	404.964	47.2	Pass
L2	45.5 - 45	Pole	TP38x6.625x0.563	2	-2.618	404.964	47.2	Pass
L3	45 - 1	Pole	TP44.16x38x0.188	3	-7.499	1288.710	22.9	Pass
							Summary	
						Pole (L1)	47.2	Pass
						Rating =	47.2	Pass

**Table 5 - Tower Component Stresses vs. Capacity**

Notes	Component	Elevation (ft.)	% Capacity	Pass / Fail
1	Anchor Rods	Base	81.4	Pass
1	Base Plate	Base	25.6	Pass
1	Base Foundation (Structure)	Base	23.3	Pass
1	Base Foundation (Soil Interaction)	Base	21.3	Pass

<b>Structure Rating (max from all components) =</b>	<b>81.4%</b>
-----------------------------------------------------	--------------

Notes:

- 1) See additional documentation in "Appendix C – Additional Calculations" for calculations supporting the % capacity consumed.

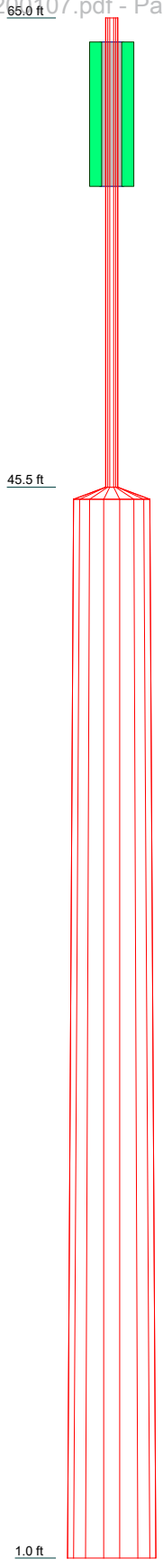
### 4.1) Recommendations

The tower and its foundation have sufficient capacity to carry the proposed load configuration. No modifications are required at this time.

**APPENDIX A**  
**TNXTOWER OUTPUT**

Project Leopard - Confidential Information

Section	1	2	3
Length (ft)	19.500	0.500	44.000
Number of Sides	0	0	18
Thickness (in)	0.563	0.563	0.188
Top Dia (in)	6.625	6.625	38.000
Bot Dia (in)	6.625	38.000	44.160
Grade		A500-42	A572-65
Weight (K)	0.7	0.1	3.6



**MATERIAL STRENGTH**

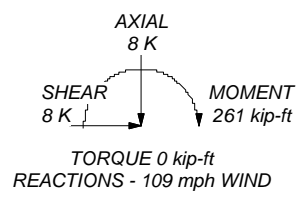
GRADE	Fy	Fu	GRADE	Fy	Fu
A500-42	42 ksi	58 ksi	A572-65	65 ksi	80 ksi

**TOWER DESIGN NOTES**

1. Tower is located in Okaloosa County, Florida.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 109 mph basic wind in accordance with the TIA-222-G Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Structure Class II.
6. Topographic Category 1 with Crest Height of 0.000 ft
7. TOWER RATING: 47.2%

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ALL REACTIONS ARE FACTORED



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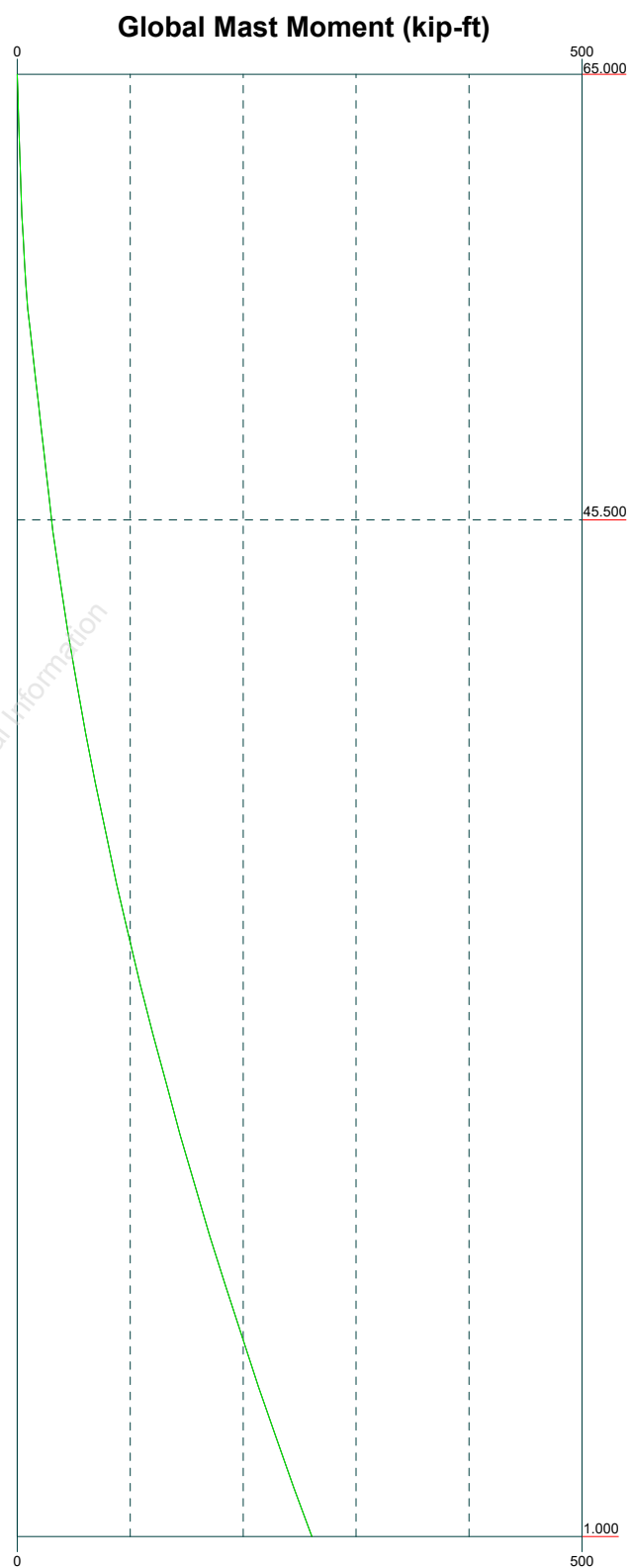
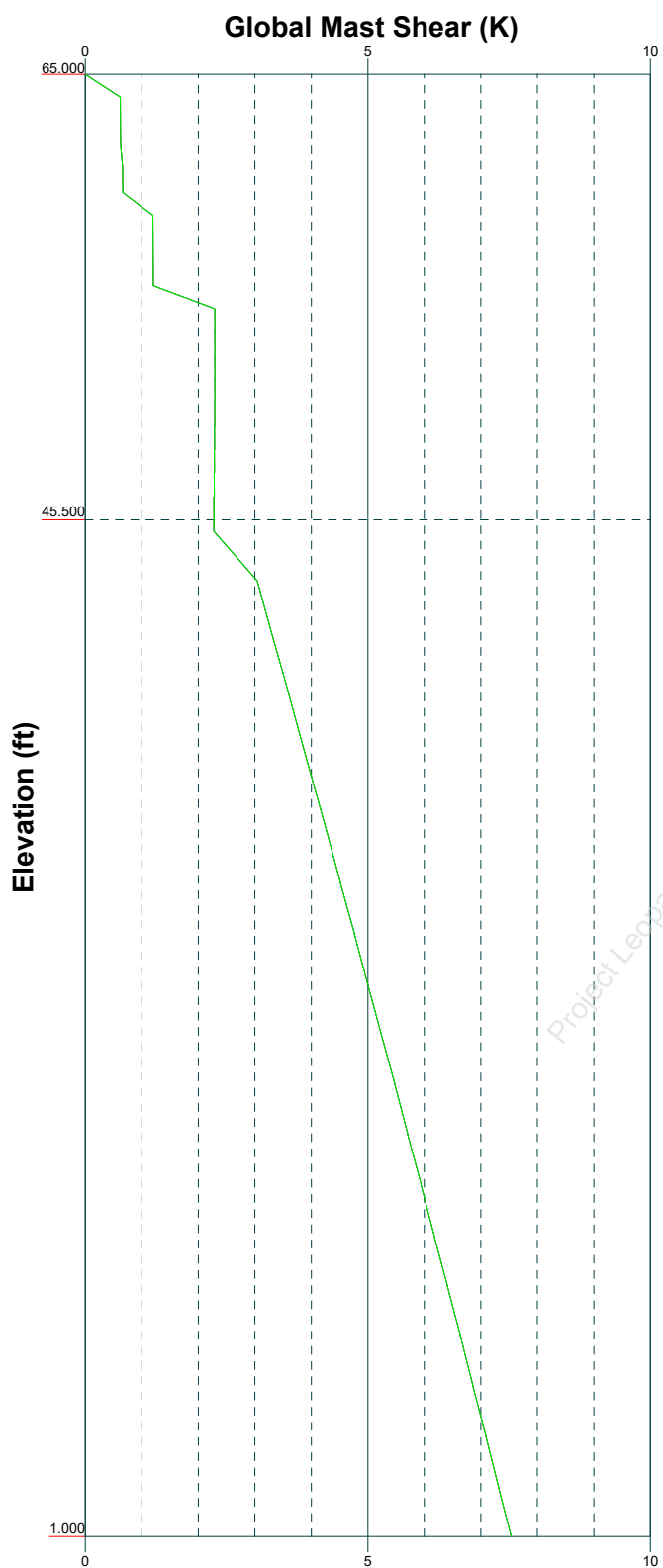
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Project:			
Client:	MasTec Network Solutions	Drawn by:	Regan
Code:	TIA-222-G	Date:	01/07/20
Path:			Scale: NTS
			Dwg No. E-1

Vx

Vz

Mx

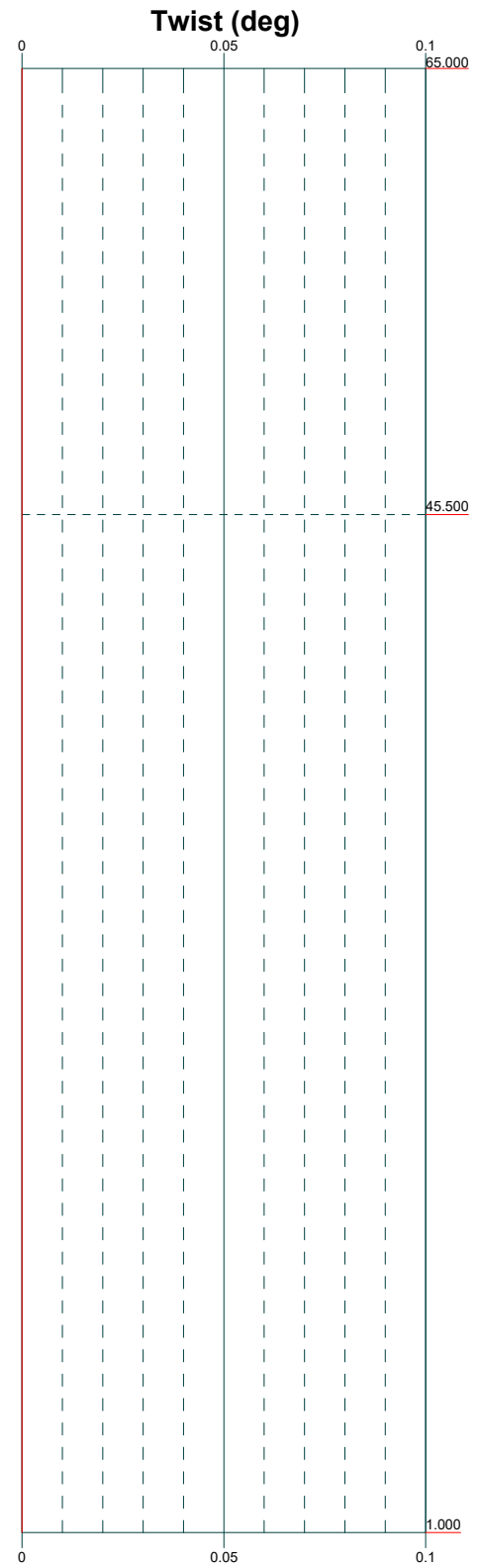
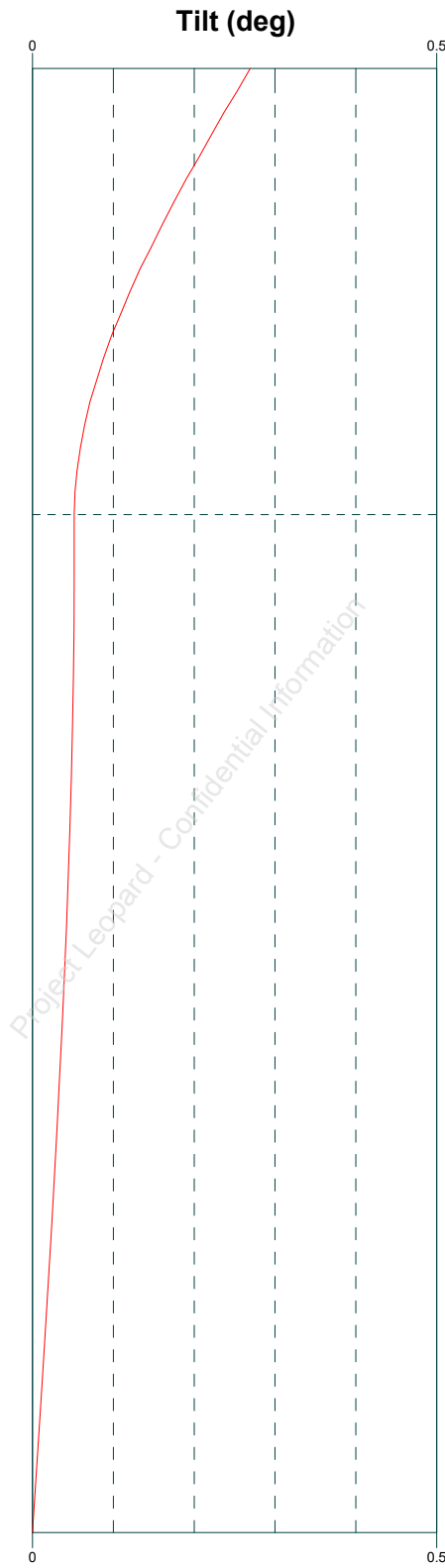
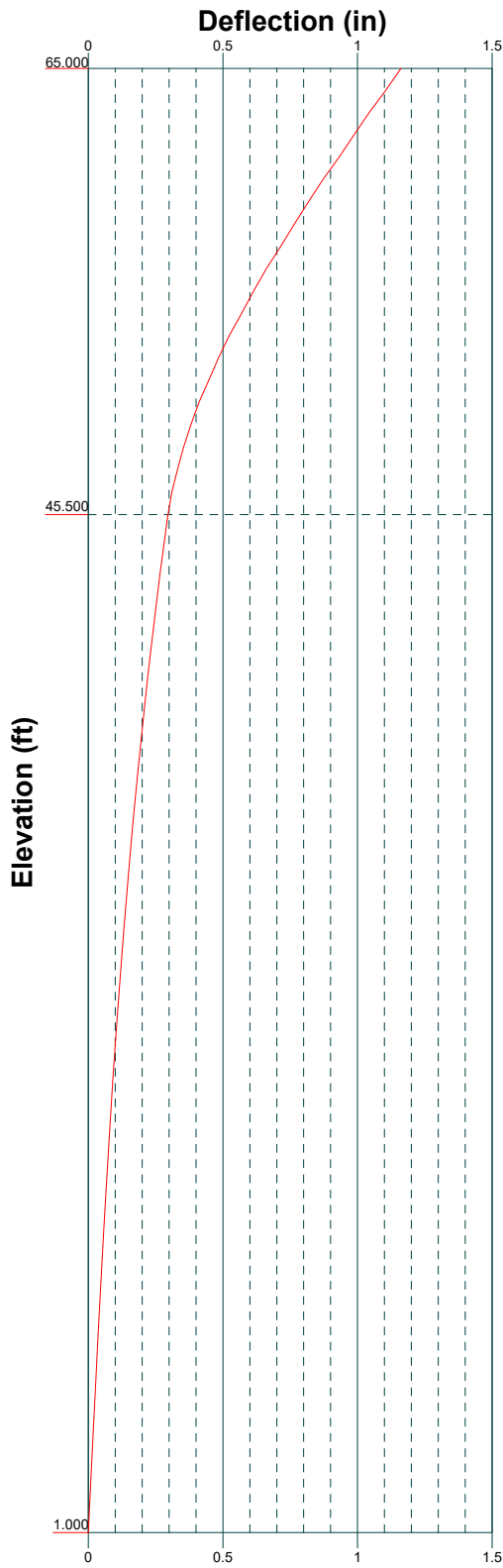
Mz



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 FAX: (918) 295-0265

Job: 140511.001.01 - Beachside Perm, FL (Site# 11565486)		
Project:		
Client: MasTec Network Solutions	Drawn by: Regan	App'd:
Code: TIA-222-G	Date: 01/07/20	Scale: NTS
Path:	Dwg No. E-4	



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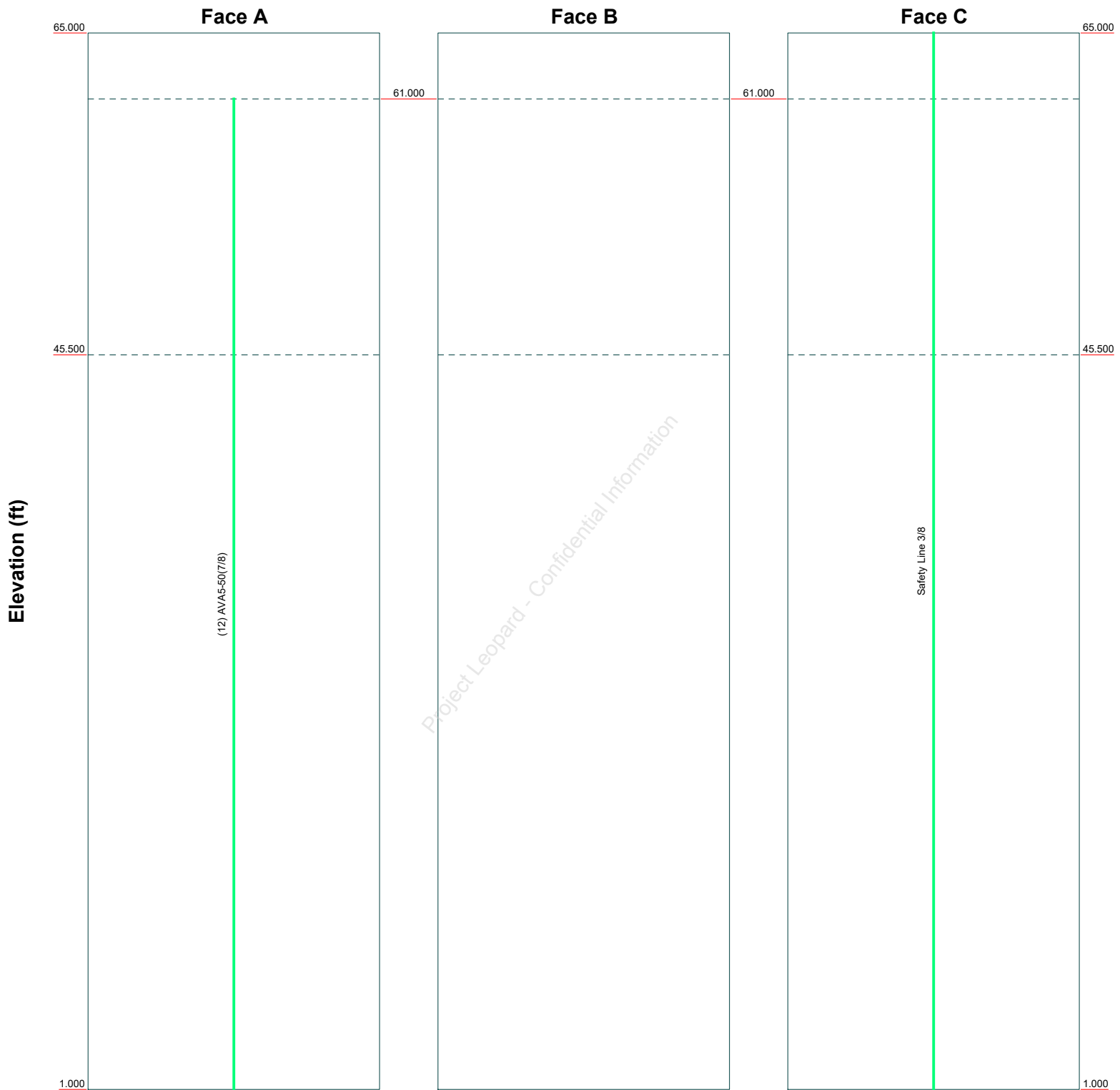
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Job: <b>140511.001.01 - Beachside Perm, FL (Site# 1156548)</b>		
Project:		
Client: <b>MasTec Network Solutions</b>	Drawn by: <b>Regan</b>	App'd:
Code: <b>TIA-222-G</b>	Date: <b>01/07/20</b>	Scale: <b>NTS</b>
Path:		Dwg No. <b>E-5</b>

# Feed Line Distribution Chart

## 1' - 65'

— Round   
 — Flat   
 — App In Face   
 — App Out Face   
 — Truss Leg




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Job: <b>140511.001.01 - Beachside Perm, FL (Site# 11565486)</b>		
Project:		
Client: MasTec Network Solutions	Drawn by: Regan	App'd:
Code: TIA-222-G	Date: 01/07/20	Scale: NTS
Path:	Dwg No. E-7	

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

## Tower Input Data

The tower is a monopole.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Okaloosa County, Florida.

Basic wind speed of 109 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.000 ft.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

## Options

Consider Moments - Legs Consider Moments - Horizontals Consider Moments - Diagonals Use Moment Magnification √ Use Code Stress Ratios √ Use Code Safety Factors - Guys Escalate Ice Always Use Max Kz Use Special Wind Profile Include Bolts In Member Capacity Leg Bolts Are At Top Of Section Secondary Horizontal Braces Leg Use Diamond Inner Bracing (4 Sided) SR Members Have Cut Ends SR Members Are Concentric	Distribute Leg Loads As Uniform Assume Legs Pinned √ Assume Rigid Index Plate √ Use Clear Spans For Wind Area Use Clear Spans For KL/r Retension Guys To Initial Tension √ Bypass Mast Stability Checks √ Use Azimuth Dish Coefficients √ Project Wind Area of Appurt. Autocalc Torque Arm Areas Add IBC .6D+W Combination Sort Capacity Reports By Component Triangulate Diamond Inner Bracing Treat Feed Line Bundles As Cylinder Ignore KL/ry For 60 Deg. Angle Legs	Use ASCE 10 X-Brace Ly Rules Calculate Redundant Bracing Forces Ignore Redundant Members in FEA SR Leg Bolts Resist Compression All Leg Panels Have Same Allowable Offset Girt At Foundation √ Consider Feed Line Torque Include Angle Block Shear Check Use TIA-222-G Bracing Resist. Exemption Use TIA-222-G Tension Splice Exemption <b>Poles</b> √ Include Shear-Torsion Interaction Always Use Sub-Critical Flow Use Top Mounted Sockets √ Pole Without Linear Attachments Pole With Shroud Or No Appurtenances Outside and Inside Corner Radii Are Known
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## Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	65.000-45.500	19.500	0.000	Round	6.625	6.625	0.563		A500-42 (42 ksi)
L2	45.500-45.000	0.500	0.000	Round	6.625	38.000	0.563		A500-42 (42 ksi)
L3	45.000-1.000	44.000		18	38.000	44.160	0.188	0.750	A572-65 (65 ksi)

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
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### Tapered Pole Properties

Section	Tip Dia. in	Area in <sup>2</sup>	I in <sup>4</sup>	r in	C in	I/C in <sup>3</sup>	J in <sup>4</sup>	It/Q in <sup>2</sup>	w in	w/t
L1	6.625	10.713	49.643	2.153	3.313	14.987	99.287	5.353	0.000	0
	6.625	10.713	49.643	2.153	3.313	14.987	99.287	5.353	0.000	0
L2	6.625	10.713	49.643	2.153	3.313	14.987	99.287	5.353	0.000	0
	38.000	66.158	11593.137	13.238	19.000	610.165	23186.274	33.059	0.000	0
L3	38.557	22.503	4064.918	13.423	19.304	210.574	8135.185	11.254	6.358	33.909
	44.812	26.169	6392.771	15.610	22.433	284.968	12793.953	13.087	7.442	39.692

Tower Elevation	Gusset Area (per face)	Gusset Thickness	Gusset Grade	Adjust. Factor A <sub>f</sub>	Adjust. Factor A <sub>r</sub>	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals	Double Angle Stitch Bolt Spacing Horizontals	Double Angle Stitch Bolt Spacing Redundants
ft	ft <sup>2</sup>	in					in	in	in
L1 65.000-45.500				1	0	1			
L2 45.500-45.000				1	0	1			
L3 45.000-1.000				1	1	1			

### Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	Number Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight klf
*											

### Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		C <sub>A</sub> A <sub>A</sub> ft <sup>2</sup> /ft	Weight klf
AVA5-50(7/8) *	A	No	No	Inside Pole	61.000 - 1.000	12	No Ice	0.000	0.000
Safety Line 3/8 *	C	No	No	CaAa (Out Of Face)	65.000 - 1.000	1	No Ice	0.037	0.000

### Feed Line/Linear Appurtenances Section Areas

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
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Tower Section	Tower Elevation ft	Face	A <sub>R</sub> ft <sup>2</sup>	A <sub>F</sub> ft <sup>2</sup>	C <sub>AA</sub> In Face ft <sup>2</sup>	C <sub>AA</sub> Out Face ft <sup>2</sup>	Weight K
L1	65.000-45.500	A	0.000	0.000	0.000	0.000	0.056
		B	0.000	0.000	0.000	0.000	0.000
		C	0.000	0.000	0.000	0.731	0.004
L2	45.500-45.000	A	0.000	0.000	0.000	0.000	0.002
		B	0.000	0.000	0.000	0.000	0.000
		C	0.000	0.000	0.000	0.019	0.000
L3	45.000-1.000	A	0.000	0.000	0.000	0.000	0.158
		B	0.000	0.000	0.000	0.000	0.000
		C	0.000	0.000	0.000	1.650	0.010

### Feed Line Center of Pressure

Section	Elevation ft	CP <sub>x</sub> in	CP <sub>z</sub> in	CP <sub>x</sub> Ice in	CP <sub>z</sub> Ice in
L1	65.000-45.500	-2.869	1.656	-2.869	1.656
L2	45.500-45.000	-9.662	5.578	-9.662	5.578
L3	45.000-1.000	-0.291	0.168	-0.159	0.092

Note: For pole sections, center of pressure calculations do not consider feed line shielding.

### Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K <sub>a</sub> No Ice	K <sub>a</sub> Ice
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### User Defined Loads

Description	Elevation ft	Offset From Centroid ft	Azimuth Angle °	Weight K	F <sub>x</sub> K	F <sub>z</sub> K	Wind Force K	C <sub>AA</sub> ft <sup>2</sup>
Flag	59.000	0.000	0.000	No Ice	0.025	0.000	0.000	0.332
				Service	0.025	0.000	0.000	0.100

### Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	C <sub>AA</sub> Front ft <sup>2</sup>	C <sub>AA</sub> Side ft <sup>2</sup>	Weight K	
(2) SBNHH-1D65C	A	From Leg	0.500	0.000	61.000	No Ice	5.670	3.400	0.050



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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
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## Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 30 deg - No Ice
5	0.9 Dead+1.6 Wind 30 deg - No Ice
6	1.2 Dead+1.6 Wind 60 deg - No Ice
7	0.9 Dead+1.6 Wind 60 deg - No Ice
8	1.2 Dead+1.6 Wind 90 deg - No Ice
9	0.9 Dead+1.6 Wind 90 deg - No Ice
10	1.2 Dead+1.6 Wind 120 deg - No Ice
11	0.9 Dead+1.6 Wind 120 deg - No Ice
12	1.2 Dead+1.6 Wind 150 deg - No Ice
13	0.9 Dead+1.6 Wind 150 deg - No Ice
14	1.2 Dead+1.6 Wind 180 deg - No Ice
15	0.9 Dead+1.6 Wind 180 deg - No Ice
16	1.2 Dead+1.6 Wind 210 deg - No Ice
17	0.9 Dead+1.6 Wind 210 deg - No Ice
18	1.2 Dead+1.6 Wind 240 deg - No Ice
19	0.9 Dead+1.6 Wind 240 deg - No Ice
20	1.2 Dead+1.6 Wind 270 deg - No Ice
21	0.9 Dead+1.6 Wind 270 deg - No Ice
22	1.2 Dead+1.6 Wind 300 deg - No Ice
23	0.9 Dead+1.6 Wind 300 deg - No Ice
24	1.2 Dead+1.6 Wind 330 deg - No Ice
25	0.9 Dead+1.6 Wind 330 deg - No Ice
26	Dead+Wind 0 deg - Service
27	Dead+Wind 30 deg - Service
28	Dead+Wind 60 deg - Service
29	Dead+Wind 90 deg - Service
30	Dead+Wind 120 deg - Service
31	Dead+Wind 150 deg - Service
32	Dead+Wind 180 deg - Service
33	Dead+Wind 210 deg - Service
34	Dead+Wind 240 deg - Service
35	Dead+Wind 270 deg - Service
36	Dead+Wind 300 deg - Service
37	Dead+Wind 330 deg - Service

## Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	65 - 45.5	Pole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	6	-2.557	-26.310	15.190
			Max. Mx	20	-2.557	30.383	-0.001
			Max. My	14	-2.557	0.001	-30.382
			Max. Vy	20	-2.294	16.309	-0.001
			Max. Vx	14	2.294	0.001	-16.309
			Max. Torque	25			0.011
L2	45.5 - 45	Pole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	6	-2.641	-27.295	15.759
			Max. Mx	20	-2.641	31.520	-0.001
			Max. My	14	-2.641	0.001	-31.519
			Max. Vy	20	-2.275	31.520	-0.001
			Max. Vx	14	2.275	0.001	-31.519

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L3	45 - 1	Pole	Max. Torque	25			0.012
			Max Tension	1	0.000	0.000	0.000
			Max. Compression	6	-7.441	-225.883	130.414
			Max. M <sub>x</sub>	20	-7.441	260.867	-0.011
			Max. M <sub>y</sub>	14	-7.441	0.019	-260.859
			Max. V <sub>y</sub>	20	-7.536	260.867	-0.011
			Max. V <sub>x</sub>	14	7.536	0.019	-260.859
			Max. Torque	25			0.145

### Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Pole	Max. Vert	20	7.443	7.534	0.000
	Max. H <sub>x</sub>	21	5.582	7.534	0.000
	Max. H <sub>z</sub>	2	7.443	0.000	7.534
	Max. M <sub>x</sub>	2	260.838	0.000	7.534
	Max. M <sub>z</sub>	8	260.830	-7.534	0.000
	Max. Torsion	25	0.145	3.767	6.525
	Min. Vert	7	5.582	-6.525	3.767
	Min. H <sub>x</sub>	8	7.443	-7.534	0.000
	Min. H <sub>z</sub>	14	7.443	0.000	-7.534
	Min. M <sub>x</sub>	14	-260.859	0.000	-7.534
	Min. M <sub>z</sub>	20	-260.867	7.534	0.000
	Min. Torsion	13	-0.145	-3.767	-6.525

### Tower Mast Reaction Summary

Load Combination	Vertical K	Shear <sub>x</sub> K	Shear <sub>z</sub> K	Overturning Moment, M <sub>x</sub> kip-ft	Overturning Moment, M <sub>z</sub> kip-ft	Torque kip-ft
Dead Only	6.203	0.000	0.000	0.009	0.015	0.000
1.2 Dead+1.6 Wind 0 deg - No Ice	7.443	0.000	-7.534	-260.838	0.019	-0.126
0.9 Dead+1.6 Wind 0 deg - No Ice	5.582	0.000	-7.534	-260.519	0.014	-0.126
1.2 Dead+1.6 Wind 30 deg - No Ice	7.443	3.767	-6.525	-225.891	-130.406	-0.073
0.9 Dead+1.6 Wind 30 deg - No Ice	5.582	3.767	-6.525	-225.615	-130.250	-0.073
1.2 Dead+1.6 Wind 60 deg - No Ice	7.443	6.525	-3.767	-130.414	-225.883	-0.000
0.9 Dead+1.6 Wind 60 deg - No Ice	5.582	6.525	-3.767	-130.256	-225.610	-0.000
1.2 Dead+1.6 Wind 90 deg - No Ice	7.443	7.534	0.000	0.011	-260.830	0.073
0.9 Dead+1.6 Wind 90 deg - No Ice	5.582	7.534	0.000	0.008	-260.514	0.073
1.2 Dead+1.6 Wind 120 deg - No Ice	7.443	6.525	3.767	130.435	-225.883	0.126
0.9 Dead+1.6 Wind 120 deg - No Ice	5.582	6.525	3.767	130.272	-225.610	0.126

<p style="text-align: center;"><b>tnxTower</b></p> <p style="text-align: center;"><b>B+T Group</b> 1717 S. Boulder, Suite 300 Tulsa, OK 74119 Phone: (918) 587-4630 FAX: (918) 295-0265</p>	<b>Job</b> 140511.001.01 - Beachside Perm, FL (Site# 11565486)	<b>Page</b> 7 of 11
	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

Load Combination	Vertical K	Shear <sub>x</sub> K	Shear <sub>z</sub> K	Overturning Moment, M <sub>x</sub> kip-ft	Overturning Moment, M <sub>z</sub> kip-ft	Torque kip-ft
1.2 Dead+1.6 Wind 150 deg - No Ice	7.443	3.767	6.525	225.912	-130.406	0.145
0.9 Dead+1.6 Wind 150 deg - No Ice	5.582	3.767	6.525	225.632	-130.250	0.145
1.2 Dead+1.6 Wind 180 deg - No Ice	7.443	0.000	7.534	260.859	0.019	0.126
0.9 Dead+1.6 Wind 180 deg - No Ice	5.582	0.000	7.534	260.536	0.014	0.126
1.2 Dead+1.6 Wind 210 deg - No Ice	7.443	-3.767	6.525	225.912	130.443	0.073
0.9 Dead+1.6 Wind 210 deg - No Ice	5.582	-3.767	6.525	225.632	130.278	0.073
1.2 Dead+1.6 Wind 240 deg - No Ice	7.443	-6.525	3.767	130.435	225.920	-0.000
0.9 Dead+1.6 Wind 240 deg - No Ice	5.582	-6.525	3.767	130.272	225.637	-0.000
1.2 Dead+1.6 Wind 270 deg - No Ice	7.443	-7.534	0.000	0.011	260.867	-0.073
0.9 Dead+1.6 Wind 270 deg - No Ice	5.582	-7.534	0.000	0.008	260.542	-0.073
1.2 Dead+1.6 Wind 300 deg - No Ice	7.443	-6.525	-3.767	-130.414	225.920	-0.126
0.9 Dead+1.6 Wind 300 deg - No Ice	5.582	-6.525	-3.767	-130.256	225.637	-0.126
1.2 Dead+1.6 Wind 330 deg - No Ice	7.443	-3.767	-6.525	-225.891	130.443	-0.145
0.9 Dead+1.6 Wind 330 deg - No Ice	5.582	-3.767	-6.525	-225.615	130.278	-0.145
Dead+Wind 0 deg - Service	6.203	0.000	-1.287	-44.772	0.016	-0.021
Dead+Wind 30 deg - Service	6.203	0.644	-1.115	-38.772	-22.375	-0.012
Dead+Wind 60 deg - Service	6.203	1.115	-0.644	-22.381	-38.766	0.000
Dead+Wind 90 deg - Service	6.203	1.287	0.000	0.009	-44.765	0.012
Dead+Wind 120 deg - Service	6.203	1.115	0.644	22.399	-38.766	0.021
Dead+Wind 150 deg - Service	6.203	0.644	1.115	38.790	-22.375	0.025
Dead+Wind 180 deg - Service	6.203	0.000	1.287	44.789	0.016	0.021
Dead+Wind 210 deg - Service	6.203	-0.644	1.115	38.790	22.406	0.012
Dead+Wind 240 deg - Service	6.203	-1.115	0.644	22.399	38.797	0.000
Dead+Wind 270 deg - Service	6.203	-1.287	0.000	0.009	44.796	-0.012
Dead+Wind 300 deg - Service	6.203	-1.115	-0.644	-22.381	38.797	-0.021
Dead+Wind 330 deg - Service	6.203	-0.644	-1.115	-38.772	22.406	-0.025

## Solution Summary

Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX K	PY K	PZ K	PX K	PY K	PZ K	
1	0.000	-6.203	0.000	0.000	6.203	0.000	0.000%
2	0.000	-7.443	-7.534	0.000	7.443	7.534	0.000%
3	0.000	-5.582	-7.534	0.000	5.582	7.534	0.000%
4	3.767	-7.443	-6.525	-3.767	7.443	6.525	0.000%
5	3.767	-5.582	-6.525	-3.767	5.582	6.525	0.000%
6	6.525	-7.443	-3.767	-6.525	7.443	3.767	0.000%
7	6.525	-5.582	-3.767	-6.525	5.582	3.767	0.000%
8	7.534	-7.443	0.000	-7.534	7.443	0.000	0.000%
9	7.534	-5.582	0.000	-7.534	5.582	0.000	0.000%
10	6.525	-7.443	3.767	-6.525	7.443	-3.767	0.000%
11	6.525	-5.582	3.767	-6.525	5.582	-3.767	0.000%
12	3.767	-7.443	6.525	-3.767	7.443	-6.525	0.000%

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	140511.001.01 - Beachside Perm, FL (Site# 11565486)	8 of 11
	<b>Project</b>	<b>Date</b>
		11:23:35 01/07/20
<b>Client</b>	MasTec Network Solutions	<b>Designed by</b>
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Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX K	PY K	PZ K	PX K	PY K	PZ K	
13	3.767	-5.582	6.525	-3.767	5.582	-6.525	0.000%
14	0.000	-7.443	7.534	0.000	7.443	-7.534	0.000%
15	0.000	-5.582	7.534	0.000	5.582	-7.534	0.000%
16	-3.767	-7.443	6.525	3.767	7.443	-6.525	0.000%
17	-3.767	-5.582	6.525	3.767	5.582	-6.525	0.000%
18	-6.525	-7.443	3.767	6.525	7.443	-3.767	0.000%
19	-6.525	-5.582	3.767	6.525	5.582	-3.767	0.000%
20	-7.534	-7.443	0.000	7.534	7.443	0.000	0.000%
21	-7.534	-5.582	0.000	7.534	5.582	0.000	0.000%
22	-6.525	-7.443	-3.767	6.525	7.443	3.767	0.000%
23	-6.525	-5.582	-3.767	6.525	5.582	3.767	0.000%
24	-3.767	-7.443	-6.525	3.767	7.443	6.525	0.000%
25	-3.767	-5.582	-6.525	3.767	5.582	6.525	0.000%
26	0.000	-6.203	-1.287	0.000	6.203	1.287	0.000%
27	0.644	-6.203	-1.115	-0.644	6.203	1.115	0.000%
28	1.115	-6.203	-0.644	-1.115	6.203	0.644	0.000%
29	1.287	-6.203	0.000	-1.287	6.203	0.000	0.000%
30	1.115	-6.203	0.644	-1.115	6.203	-0.644	0.000%
31	0.644	-6.203	1.115	-0.644	6.203	-1.115	0.000%
32	0.000	-6.203	1.287	0.000	6.203	-1.287	0.000%
33	-0.644	-6.203	1.115	0.644	6.203	-1.115	0.000%
34	-1.115	-6.203	0.644	1.115	6.203	-0.644	0.000%
35	-1.287	-6.203	0.000	1.287	6.203	0.000	0.000%
36	-1.115	-6.203	-0.644	1.115	6.203	0.644	0.000%
37	-0.644	-6.203	-1.115	0.644	6.203	1.115	0.000%

## Non-Linear Convergence Results

Load Combination	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	4	0.00000001	0.00000001
2	Yes	4	0.00000001	0.00000001
3	Yes	4	0.00000001	0.00000001
4	Yes	4	0.00000001	0.00004113
5	Yes	4	0.00000001	0.00002566
6	Yes	4	0.00000001	0.00004246
7	Yes	4	0.00000001	0.00002651
8	Yes	4	0.00000001	0.00000001
9	Yes	4	0.00000001	0.00000001
10	Yes	4	0.00000001	0.00004560
11	Yes	4	0.00000001	0.00002852
12	Yes	4	0.00000001	0.00004021
13	Yes	4	0.00000001	0.00002507
14	Yes	4	0.00000001	0.00000001
15	Yes	4	0.00000001	0.00000001
16	Yes	4	0.00000001	0.00004417
17	Yes	4	0.00000001	0.00002760
18	Yes	4	0.00000001	0.00004248
19	Yes	4	0.00000001	0.00002652
20	Yes	4	0.00000001	0.00000001
21	Yes	4	0.00000001	0.00000001
22	Yes	4	0.00000001	0.00004042
23	Yes	4	0.00000001	0.00002520
24	Yes	4	0.00000001	0.00004617
25	Yes	4	0.00000001	0.00002889
26	Yes	4	0.00000001	0.00000001

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

27	Yes	4	0.00000001	0.00000001
28	Yes	4	0.00000001	0.00000001
29	Yes	4	0.00000001	0.00000001
30	Yes	4	0.00000001	0.00000001
31	Yes	4	0.00000001	0.00000001
32	Yes	4	0.00000001	0.00000001
33	Yes	4	0.00000001	0.00000001
34	Yes	4	0.00000001	0.00000001
35	Yes	4	0.00000001	0.00000001
36	Yes	4	0.00000001	0.00000001
37	Yes	4	0.00000001	0.00000001

### Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	65 - 45.5	1.161	34	0.272	0.000
L2	45.5 - 45	0.296	34	0.051	0.000
L3	45 - 1	0.290	34	0.051	0.000

### Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
65.750	Truck Ball	34	1.161	0.272	0.000	9273
65.000	Canister Load1	34	1.161	0.272	0.000	9273
61.000	(2) SBNHH-1D65C	34	0.920	0.205	0.000	9273
59.000	Flag	34	0.806	0.174	0.000	7728
55.000	Canister Load2	34	0.596	0.118	0.000	4637
45.000	Canister Load3	34	0.290	0.051	0.000	5325

### Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	65 - 45.5	6.712	20	1.569	0.001
L2	45.5 - 45	1.718	18	0.297	0.000
L3	45 - 1	1.687	18	0.296	0.000

### Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
65.750	Truck Ball	20	6.712	1.569	0.001	1611
65.000	Canister Load1	20	6.712	1.569	0.001	1611
61.000	(2) SBNHH-1D65C	20	5.325	1.187	0.001	1611
59.000	Flag	20	4.662	1.006	0.001	1342
55.000	Canister Load2	20	3.454	0.685	0.000	805
45.000	Canister Load3	18	1.687	0.296	0.000	924

### Compression Checks

### Pole Design Data

Section No.	Elevation ft	Size	L ft	L <sub>u</sub> ft	Kl/r	A in <sup>2</sup>	P <sub>u</sub> K	φP <sub>n</sub> K	Ratio $\frac{P_u}{\phi P_n}$
L1	65 - 45.5 (1)	TP6.625x6.625x0.563	19.500	0.000	0.0	10.713	-2.557	404.964	0.006
L2	45.5 - 45 (2)	TP38x6.625x0.563	0.500	0.000	0.0	10.713	-2.561	404.964	0.006
L3	45 - 1 (3)	TP44.16x38x0.188	44.000	0.000	0.0	26.169	-7.441	1288.710	0.006

### Pole Bending Design Data

Section No.	Elevation ft	Size	M <sub>ux</sub> kip-ft	φM <sub>ux</sub> kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	M <sub>uy</sub> kip-ft	φM <sub>uy</sub> kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
L1	65 - 45.5 (1)	TP6.625x6.625x0.563	30.383	65.310	0.465	0.000	65.310	0.000
L2	45.5 - 45 (2)	TP38x6.625x0.563	30.383	65.310	0.465	0.000	65.310	0.000
L3	45 - 1 (3)	TP44.16x38x0.188	260.870	1169.442	0.223	0.000	1169.442	0.000

### Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V <sub>u</sub> K	φV <sub>n</sub> K	Ratio $\frac{V_u}{\phi V_n}$	Actual T <sub>u</sub> kip-ft	φT <sub>n</sub> kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	65 - 45.5 (1)	TP6.625x6.625x0.563	2.278	202.482	0.011	0.000	94.416	0.000
L2	45.5 - 45 (2)	TP38x6.625x0.563	2.275	1250.380	0.002	0.000	94.416	0.000
L3	45 - 1 (3)	TP44.16x38x0.188	7.536	644.353	0.012	0.000	2343.258	0.000

### Pole Interaction Design Data

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	<b>Project</b>	<b>Date</b> 11:23:35 01/07/20
	<b>Client</b> MasTec Network Solutions	<b>Designed by</b> xjones

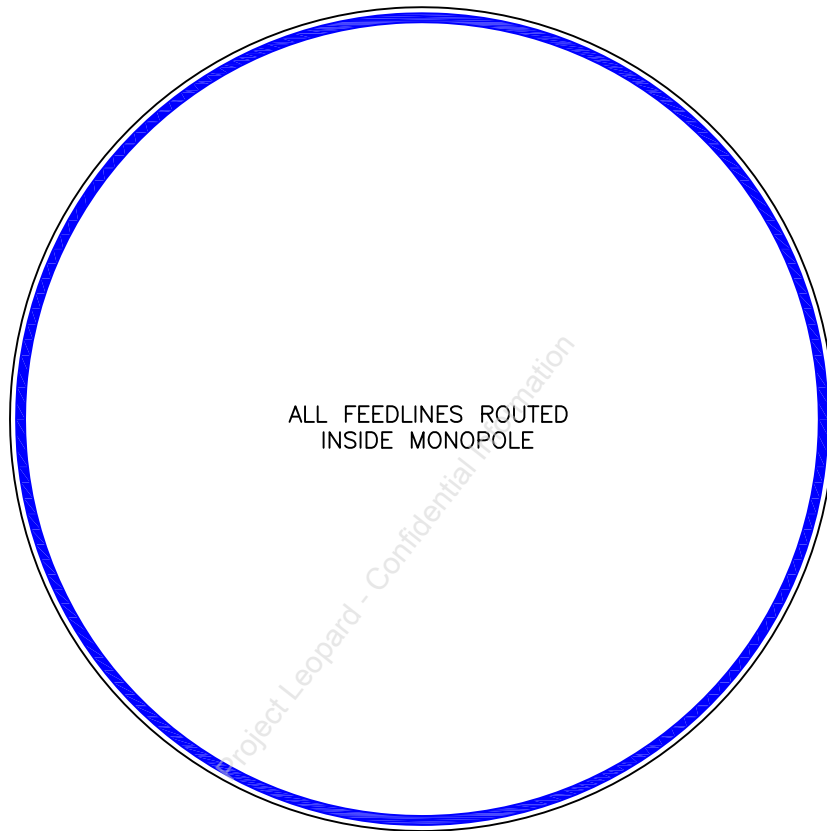
Section No.	Elevation ft	Ratio $P_u$	Ratio $M_{ux}$	Ratio $M_{uy}$	Ratio $V_u$	Ratio $T_u$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	65 - 45.5 (1)	0.006	0.465	0.000	0.011	0.000	0.472	1.000	4.8.2 ✓
L2	45.5 - 45 (2)	0.006	0.465	0.000	0.002	0.000	0.472	1.000	4.8.2 ✓
L3	45 - 1 (3)	0.006	0.223	0.000	0.012	0.000	0.229	1.000	4.8.2 ✓

### Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	$\phi P_{allow}$ K	% Capacity	Pass Fail
L1	65 - 45.5	Pole	TP6.625x6.625x0.563	1	-2.557	404.964	47.2	Pass
L2	45.5 - 45	Pole	TP38x6.625x0.563	2	-2.561	404.964	47.2	Pass
L3	45 - 1	Pole	TP44.16x38x0.188	3	-7.441	1288.710	22.9	Pass
Summary								
Pole (L1)							47.2	Pass
<b>RATING =</b>							<b>47.2</b>	<b>Pass</b>

**APPENDIX B**  
**BASE LEVEL DRAWING**

Project Leopard - Confidential Information



PROJECT NUMBER: 140511.001.01

**APPENDIX C**  
**ADDITIONAL CALCULATIONS**

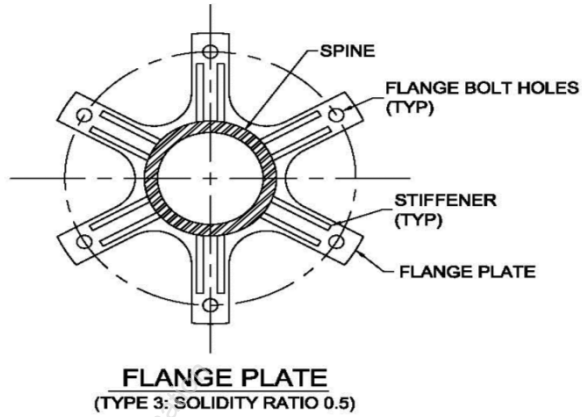
Project Leopard - Confidential Information

# Flagpole Tool

Site Data	
BU#:	11565486
Site Name:	Beachside Perm, FL
Order #:	Okaloosa

Code	
Code:	TIA-222-G
Ice Thickness:	0 in
Windspeed (V):	109 mph
Ice Wind Speed (V):	30 mph
Exposure Category:	C
Topographic Feature:	N/A
Structure Class:	II

Tower Information	
Total Tower Height:	64 ft
Base Tower Height:	44 ft
Total Canister Length:	20 ft
Number of Canister Assembly Sections:	2



Canister Section Number *:	Canister Assembly Length (ft):	Canister Assembly Diameter (in):	Number of Sides Canister Section	Plate Type:	Mating Flange Plate Thickness (in)**:	Mating Flange Plate Diameter (in):	Solidity Ratio	Plate Weight (Kip):	Canister Weight (Kip)
1	10	38	Round	3	0.25	38	0.5	0.080	0.199
2	10	38	Round	3	0.25	38	0.5	0.080	0.199

\* Sections are numbered from the top of the tower down

\*\* Mating Flange Plate Thickness at the bottom of canister section

<b>Flag on Tower:</b>	<b>Yes</b>
Flag Width:	20 ft
Flag Height:	12 ft
Flag Elevation(z):	58 ft

<b>Truck Ball on Tower:</b>	<b>Yes</b>
Diameter of Ball:	18 in

Geometry : Base Tower + Spine				140511_001_01_Beachside Perm_FL.eri (last saved 01/07 9:52 am)				
Pole Height Above Base (ft)	Section Length (ft)	Lap Splice Length (ft)	Number of Sides	Top Diameter (in)	Bottom Diameter (in)	Wall Thickness (in)	Bend Radius (in)	Pole Material
64	19.5	0	0	6.625	6.625	0.5625	n/a	A500-42
44.5	0.5	0	0	6.625	38	0.5625	n/a	A500-42
44	44	0	18	38	44.16	0.1875	0.75	A572-65

Delete [x]  
Delete [x]  
Delete [x]

Discrete Loads: Truck Ball	Apply $C_aA_A$ at Elevation(z) (ft)	$C_aA_A$ No Ice (ft <sup>2</sup> )	$C_aA_A$ 1/2" Ice (ft <sup>2</sup> )	$C_aA_A$ 1" Ice (ft <sup>2</sup> )	$C_aA_A$ 2" Ice (ft <sup>2</sup> )	$C_aA_A$ 4" Ice (ft <sup>2</sup> )	Weight No Ice (Kip)	Weight 1/2" Ice (Kip)
		64.75	0.884	1.378	1.527	1.848	2.581	0.05

Discrete Loads : $C_F A_F$ for Canister Assembly								
Canister Loading	Apply $C_F A_F$ at Elevation(z) (ft)	$C_F A_F$ No Ice (ft <sup>2</sup> )	$C_F A_F$ 1/2" Ice (ft <sup>2</sup> )	$C_F A_F$ 1" Ice (ft <sup>2</sup> )	$C_F A_F$ 2" Ice (ft <sup>2</sup> )	$C_F A_F$ 4" Ice (ft <sup>2</sup> )	Canister Assembly Weight No Ice (Kip)	Canister Assembly Weight 1/2" Ice (Kip)
	Canister Load 1	64	9.500	19.500	20.000	21.000	23.000	0.099
Canister Load 2	54	19.000	39.000	40.000	42.000	46.000	0.279	0.515
Canister Load 3	44	9.500	19.500	20.000	21.000	23.000	0.180	0.297

User Forces: Flag Force Calculation Per ANSI/NAAMM FP 1001-07	
Wind <sub>FORCE</sub> =	0.332 Kip
Weight=	0.025 Kip
Wind <sub>FORCE, ICE</sub> =	0.025 Kip
Weight <sub>ICE</sub> =	0.000 Kip
$W_{FORCE, SERVICE WIND}$ =	0.100 Kip
Weight=	0.025 Kip

← Flag force should be included at the top of the flag attachment elevation. If the attachment of the flag to the halyard distributes forces equally to the pole, apply flag forces accordingly in tnx file.

Deflection Check Required:	Yes	<a href="#">Import Deflection Results</a>
3% Spine Deflection Check		
Allowable (3%) Horizontal Spine Deflection (inches)	Actual Deflection *** (inches)	Sufficient/ Insufficient
7.200		

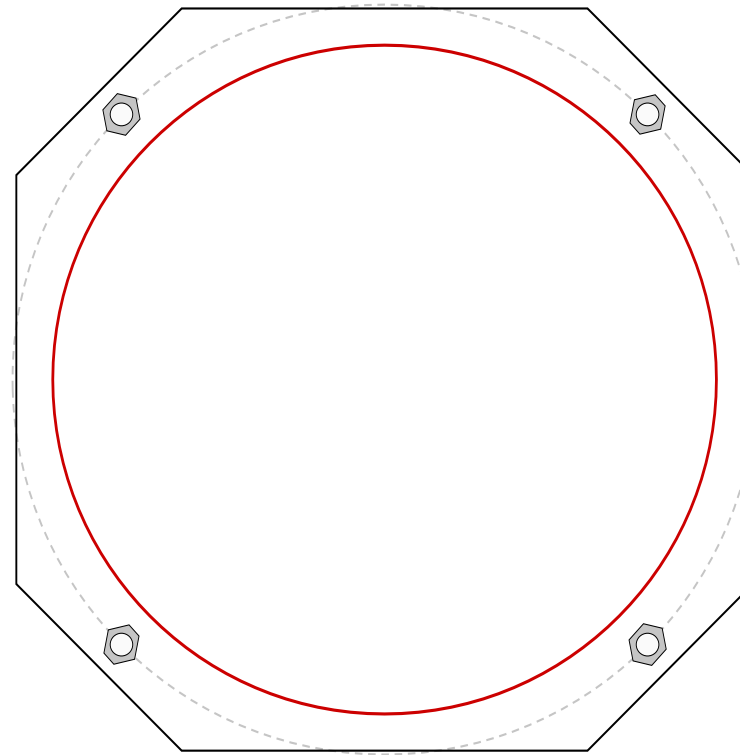
\*\*\* Relative deflection under service level wind speed

## Monopole Base Plate Connection

Site Info	
BU #	11565486
Site Name	Beachside Perm, FL
Order #	140511.001.01

Analysis Considerations	
TIA-222 Revision	G
Grout Considered:	No
$l_{ar}$ (in)	0
Eta Factor, $\eta$	0.5

Applied Loads	
Moment (kip-ft)	260.90
Axial Force (kips)	7.50
Shear Force (kips)	7.54



Connection Properties		Analysis Results		
<b>Anchor Rod Data</b>		<b>Anchor Rod Summary</b> <i>(units of kips, kip-in)</i>		
(4) 1-1/2" $\phi$ bolts (Other N; $F_y=55$ ksi, $F_u=75$ ksi) on 49.5" BC		$Pu_c = 65.1$	$\phi Pn_t = 84.6$	<b>Stress Rating</b>
<b>Base Plate Data</b>		$Vu = 1.88$	$\phi Vn = n/a$	<b>81.4%</b>
49" OD x 1.5" Plate (A572-60; $F_y=60$ ksi, $F_u=75$ ksi)		$Mu = n/a$	$\phi Mn = n/a$	<b>Pass</b>
<b>Stiffener Data</b>		<b>Base Plate Summary</b>		
N/A		Max Stress (ksi):	13.82	(Flexural)
<b>Pole Data</b>		Allowable Stress (ksi):	54	
44.16" x 0.1875" 18-sided pole (A572-65; $F_y=65$ ksi, $F_u=80$ ksi)		Stress Rating:	<b>25.6%</b>	<b>Pass</b>

### Drilled Pier Foundation

BU # :	11565486
Site Name:	Beachside Perm, FL
Order Number:	Okaloosa

TIA-222 Revision:	G
Tower Type:	Monopole

Applied Loads		
	Comp.	Uplift
Moment (kip-ft)	261	
Axial Force (kips)	8	
Shear Force (kips)	8	

Material Properties		
Concrete Strength, f'c:	4.5	ksi
Rebar Strength, Fy:	60	ksi

Pier Design Data		
Depth	18	ft
Ext. Above Grade	0.5	ft
Pier Section 1		
<i>From 0.5' above grade to 18' below grade</i>		
Pier Diameter	6	ft
Rebar Quantity	14	
Rebar Size	8	
Clear Cover to Ties	4	in
Tie Size	4	

Analysis Results		
Soil Lateral Capacity		
	Compression	Uplift
D <sub>v=0</sub> (ft from TOC)	5.88	-
Soil Safety Factor	7.06	-
Max Moment (kip-ft)	299.57	-
Rating	18.8%	-
Soil Vertical Capacity		
	Compression	Uplift
Skin Friction (kips)	107.73	-
End Bearing (kips)	283.03	-
Weight of Concrete (kips)	75.10	-
Total Capacity (kips)	390.76	-
Axial (kips)	83.10	-
Rating	21.3%	-
Reinforced Concrete Capacity		
	Compression	Uplift
Critical Depth (ft from TOC)	5.56	-
Critical Moment (kip-ft)	299.35	-
Critical Moment Capacity	1283.02	-
Rating	23.3%	-
<b>Soil Interaction Rating</b>		<b>21.3%</b>
<b>Structural Foundation Rating</b>		<b>23.3%</b>

Check Limitation	
N/A	<input checked="" type="checkbox"/>
Load Z Normalization:	<input type="checkbox"/>

Soil Profile			
Groundwater Depth	9	ft	# of Layers
			4

Layer	Top (ft)	Bottom (ft)	Thickness (ft)	γ <sub>soil</sub> (pcf)	γ <sub>concrete</sub> (pcf)	Cohesion (ksf)	Angle of Friction (degrees)	Calculated Ultimate Skin Friction Comp (ksf)	Calculated Ultimate Skin Friction Uplift (ksf)	Ultimate Skin Friction Comp Override (ksf)	Ultimate Skin Friction Uplift Override (ksf)	Ult. Gross Bearing Capacity (ksf)	SPT Blow Count	Soil Type
1	0	3	3	105	150	0	0	0.000	0.000	0.00	0.00			Cohesionless
2	3	9	6	105	150	0	30	0.000	0.000	0.42	0.30			Cohesionless
3	9	15	6	43	87.6	0	30	0.000	0.000	0.42	0.30			Cohesionless
4	15	18	3	48	87.6	0	30	0.000	0.000	0.86	0.62	13.347		Cohesionless

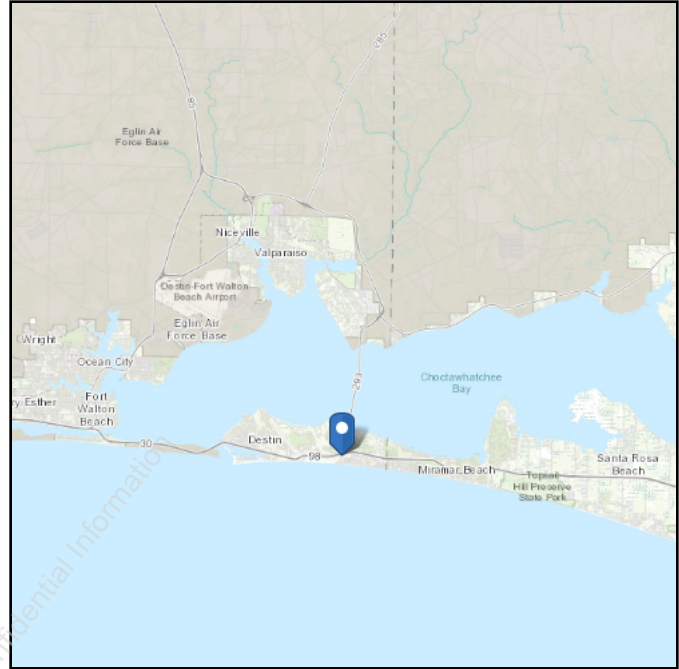
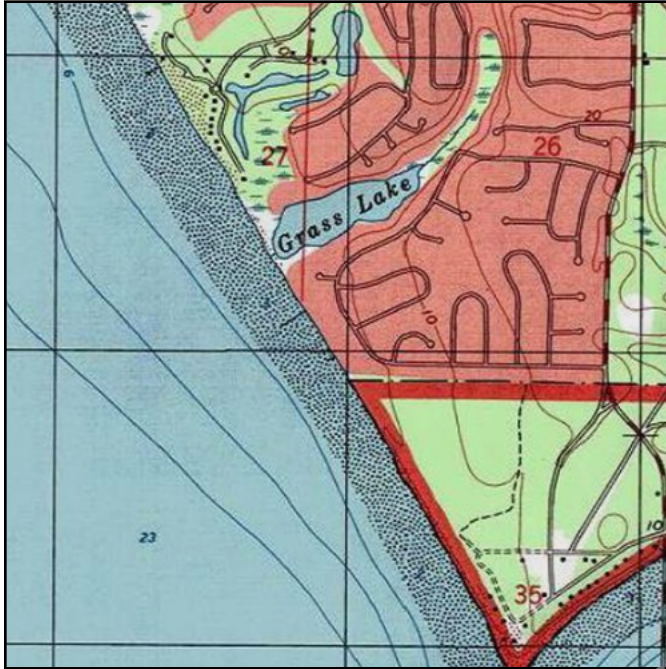


# ASCE 7 Hazards Report

**Address:**  
No Address at This  
Location

**Standard:** ASCE/SEI 7-10  
**Risk Category:** II  
**Soil Class:** D - Stiff Soil

**Elevation:** 18.14 ft (NAVD 88)  
**Latitude:** 30.387233  
**Longitude:** -86.429064



## Wind

### Results:

Wind Speed:	141 Vmph
10-year MRI	81 Vmph
25-year MRI	95 Vmph
50-year MRI	107 Vmph
100-year MRI	117 Vmph

**Data Source:** ASCE/SEI 7-10, Fig. 26.5-1A and Figs. CC-1–CC-4, incorporating errata of March 12, 2014

**Date Accessed:** Sat Jan 04 2020

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2. Glazed openings shall be protected against wind-borne debris as specified in Section 26.10.3.

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.



## Seismic

**Site Soil Class:** D - Stiff Soil

**Results:**

$S_s$ :	0.081	$S_{DS}$ :	0.086
$S_1$ :	0.051	$S_{D1}$ :	0.082
$F_a$ :	1.6	$T_L$ :	12
$F_v$ :	2.4	$PGA$ :	0.037
$S_{MS}$ :	0.129	$PGA_M$ :	0.06
$S_{M1}$ :	0.123	$F_{PGA}$ :	1.6
		$I_e$ :	1

**Seismic Design Category**  
**Data Accessed:**

B  
Sat Jan 04 2020

**Date Source:**

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.

Project Leopard - Confidential Information



## Ice

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### Results:

Ice Thickness: 0.00 in.

Concurrent Temperature: 25 F

Gust Speed: 30 mph

**Data Source:** Standard ASCE/SEI 7-10, Figs. 10-2 through 10-8

**Date Accessed:** Sat Jan 04 2020

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 50-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain.

Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

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The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

EXHIBIT 4

UNDERLYING GROUND LEASE

See attached Option and Lease Agreement dated November 15, 2013.

Market: Gulf Coast (FL)  
Cell Site Number: \_\_\_\_\_  
Cell Site Name: Beachside  
Fixed Asset Number: 11565486

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Village Baptist Church of Destin, Inc., a Florida non-profit corporation, having a mailing address of 101 Matthew Boulevard, Destin, FL 32541 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located in Lot 6, Township 2 South, Range 22 West, in the County of Okaloosa, State of Florida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 1,000 square feet (20'x50') including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] and No/100 Dollars [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of six (6) months commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional six (6) months (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [REDACTED] and No/100 Dollars [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," ) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance [REDACTED] and No/100 Dollars [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. If future Rent payments are received more than twenty (20) days after the due date, a late fee of [REDACTED] percent [REDACTED] of the current monthly rent will be assessed against Tenant for each month the Rent payment is late.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] percent [REDACTED] over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
  - (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
  - (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
  - (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
  - (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

- (a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:
  - (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;
  - (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
  - (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.
- (b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):
  - (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
  - (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
  - (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

**8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

## 11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

Notwithstanding the following, Tenant shall not be permitted to sublease Additional Premises in the event that Tenant subleases any portion of the Premises to any sublessee ("Sublessee) but requires Additional Premises to accommodate Sublessee's facilities. The parties agree and acknowledge that such Sublessee would be required to negotiate directly with Lessor and enter into a separate agreement with Lessor for lease of a portion of the Property that Sublessee requires to locate its facilities.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                      New Cingular Wireless PCS, LLC  
                                                 Attn: Network Real Estate Administration  
                                                 Re: Cell Site #: \_\_\_\_; Cell Site Name: Beachside (FL)  
                                                 Fixed Asset No.: 11565486  
                                                 575 Morosgo Dr.  
                                                 13-F West Tower  
                                                 Atlanta, GA 30324

With a copy to:                      New Cingular Wireless PCS, LLC  
                                                 Attn.: Legal Department  
                                                 Re: Cell Site #: \_\_\_\_; Cell Site Name: Beachside (FL)  
                                                 Fixed Asset No.: 11565486

208 S. Akard Street  
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Village Baptist Church of Destin, Inc.  
101 Matthew Boulevard  
Destin, Florida 32541

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: \_\_\_; Cell Site Name: Beachside (FL)  
Fixed Asset No.: 11565486  
575 Morosgo Dr.  
13-F West Tower  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

**22. SALE OF PROPERTY**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or

transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity

that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

**Village Baptist Church of Destin, Inc.,**  
a Florida non-profit corporation

By: DR Steven Davies

Name: Dr. Steven Davies

Title: President

**"TENANT"**

**New Cingular Wireless PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Alina Dumitrescu

Print Name: Alina Dumitrescu

Its: Area Manager

Date: 11-15-2013

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**LANDLORD ACKNOWLEDGMENT**

STATE OF Florida )  
 ) ss:  
COUNTY OF Okaloosa )

On the 12<sup>th</sup> day of November 2013 before me, personally appeared Dr. Steven Davies, who acknowledged under oath, that he is the President of **Village Baptist Church of Destin, Inc.**, a Florida non-profit corporation, as named in the attached instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

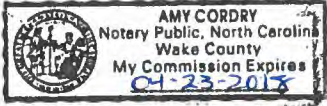


Linda Blackwood  
Notary Public: Linda S. Blackwood  
My Commission Expires: May 13, 2016

**TENANT ACKNOWLEDGMENT**

STATE OF NC )  
 ) ss:  
COUNTY OF Wake )

On the 15<sup>th</sup> day of November, 2013, before me personally appeared Alina Dumitrescu, and Area Manager acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC**, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]  
Notary Public: Amy Cordry  
My Commission Expires: 01-23-2018

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

to the Option and Lease Agreement dated \_\_\_\_\_, 2013, by and between **Village Baptist Church of Destin, Inc.**, a Florida non-profit corporation, as Landlord, and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**Site Name: Beachside (Destin, FL, Okaloosa County)**

**PARENT TRACT (O.R. BOOK 2219, PAGE 4448)**

Lots 6, 7 and 8, CRYSTAL BEACH PLAZA, according to the plat thereof as recorded in Plat Book 15, at Page 33, together with the uses and benefits of that 40 foot access easement as shown on the plat of Crystal Beach Plaza, according to the plat thereof as recorded in Plat Book 15, at Page 33 of the Public Records of Okaloosa County, Florida.

**20'x50' LEASE AREA (AS SURVEYED)**

A lease area being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail and the POINT OF BEGINNING; thence run N 86°01'07" W for a distance of 50.00 feet to a set PK nail; thence run N 03°58'53" E for a distance of 20.00 feet to a set PK nail; thence run S 86°01'07" E for a distance of 50.00 feet to a set PK nail; thence run S 03°58'53" W for a distance of 20.00 feet to the POINT OF BEGINNING. The above described lease area contains 0.02 acres, more or less.

**30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)**

An easement being a portion of Lot 6 as shown on a plat of "CRYSTAL BEACH PLAZA" as recorded in Plat Book 15, Page 33 in the Clerk of Court for Okaloosa County, Florida, lying in Township 2 South, Range 22 West and being more particularly described as follows:

COMMENCE at a concrete monument (stamped PRM #3724) found marking the Southeast corner of said Lot 6; thence run N 13°14'25" W for a distance of 244.71 feet to a set PK nail; thence run N 86°01'07" W for a distance of 25.00 feet to the POINT OF BEGINNING of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence run S 03°59'08" W for a distance of 15.00 feet to a point; thence run S 86°01'07" E for a distance of 53.17 feet to a point; thence run N 03°33'48" E for a distance of 117.10 feet to a point on the Southerly edge of a 40 foot access easement as shown on said plat and the POINT OF ENDING. The above described easement to adjoin lease area and 40 foot access easement and contains 0.13 acres, more or less.

**Notes:**

- 1 THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- 2 ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES
- 3 WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS
- 4 THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]



Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.



\_\_\_\_\_  
Landlord Signature

AT&T site: Beachside/FA#11565486

Land Lease  
Version 5 30 2012

EXHIBIT 5

EXISTING LIENS, RIGHT OF WAY, EASEMENTS AND MORTGAGES

See attached Commitment for Title Insurance issued by First American Title Insurance Company  
as Commitment No. LP3FL1, dated June 16, 2021.



**TitleVest**<sup>®</sup>  
A First American Company

**Title No.: LP3FL1**

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**11565486**

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# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: LP3FL1

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

**Issued By**

***First American Title Insurance Company***

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: LP3FL1

### **Transaction Identification Data for reference only:**

Issuing Agent:

Issuing Office: 110 E. 42nd Street, 10th Floor, New York, NY 10017

Issuing Office's ALTA® Registry ID:

Issuing Office File No.: LP3FL1

Commitment No.: LP3FL1

Property Address: 103 MATTHEW BOULEVARD Destin, FL 32540

Revision No.:

Amend and Update 06/29/2021  
Schedule A: brought effective date forward  
Exhibit A: added Access Easement  
Schedule B-II: deleted Items 16 and 17

**Amendment: 06/04/2021**  
Schedule A: corrected Effective Date  
Schedule B-II: added Item 22

### **SCHEDULE A**

1. Commitment Date: June 16, 2021 at 8:00 AM
2. Policy to be Issued:
  - (a)  2006 ALTA® Owner's Policy  
Proposed Insured: A Natural Person or Legal Entity to be Designated  
Proposed Policy Amount: \$1,000.00
  - (b)  2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$
  - (c)  ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Leasehold
4. The Title is, at the Commitment Date, vested in:

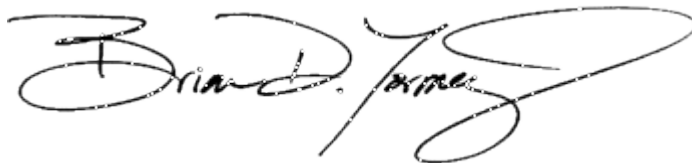
Village Baptist Church of Destin, Inc., a Florida corporation, as to a Fee Simple interest and  
New Cingular Wireless PCS, LLC, a Delaware limited liability company, as to a Leasehold interest
5. The Land is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof**

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**First American Title Insurance Company**



**By:**

**Authorized Signatory**

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# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: LP3FL1

Commitment No.: LP3FL1

### SCHEDULE B-I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes and/or assessments, levied and assessed against the Land, that are due and payable.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Execution, delivery and recording of Assignment of Lessee's Interest in Lease from Village Baptist Church of Destin, Inc., a Florida corporation to New Cingular Wireless PCS, LLC, assigning all of their right, title and interest in and to that certain Lease recorded in [Book 3131, Page 1634](#) .
6. As to the Lease creating the leasehold interest filed December 31, 2013, in [Book 3131, Page 1634](#), the Company requires an affidavit from the lessor or his successors and/or assigns, stating that there has been no default in the payment of rent; that there are no defaults under any other covenants of the lease to be performed by the lessee; that there are no charges which the lessor or his successors and/or assigns claim to be additional liens upon the leasehold estate; and that the lease is in full force and effect and that there are no amendments thereto, other than as specifically stated or attached.
7. Resolution, in recordable form, of the governing body of Village Baptist Church of Destin, Inc. a Florida corporation, authorizing the conveyance of the subject property, designating the officers who will execute the Assignment of Lessee's Interest, and setting forth the consideration and the terms of the sale and also stating whether or not the conveyance includes all or substantially all of the assets of the corporation.

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8. Resolution, in recordable form, of the governing body of New Cingular Wireless PCS, LLC, a Delaware limited liability company, authorizing the conveyance of Assignment of Lessee's Interest in the subject property, designating the officers who will execute the closing documents and setting forth the amount and the terms of said purchase.
9. The following exceptions from coverage, to-wit:
  - a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
  - b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
  - c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
  - d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

**If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).**

**The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.**

10. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

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11. The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
12. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.
13. Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID** in the gross amount of \$1,403.96 for Tax Identification No. 00-2S-22-0587-0000-0060.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

NONE

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# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: LP3FL1

### SCHEDULE B-II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are

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contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CRYSTAL BEACH PLAZA, as recorded in Plat [Book 15, Page\(s\) 33](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (as to Lots 6, 7 & 8)
10. That certain Real Estate Mortgage and Security Agreement from Village Baptist Church of Destin, Inc. to Coastal Bk & Trust Div Synovus Bank, recorded May 16, 2013 in [Book 3095, Page 4045](#), in the original principal amount of \$4,970,599.70, and the terms and conditions thereof. (as to Lots 6, 7 & 8)
11. Assignment of Rents and Leases from Village Baptist Church of Destin, Inc. to Coastal Bk & Trust Div Synovus Bank, filed of record May 16, 2013 in [Book 3095, Page 4053](#) . (as to Lots 6, 7 & 8)
12. Easement granted to Gulf Power Company by instrument recorded in [Book 148, Page 99](#).
13. Easement granted to Gulf Power Company by instrument recorded in [Book 239, Page 603](#). (as to Lots 6, 7, & 8)
14. Declaration of Covenants and Restrictions recorded in [Book 1875, Page 841](#), amended in [Book 1876, Page 1358](#), amended in [Book 1895, Page 1026](#), amended in [Book 1997, Page 2090](#). (as to Lots 6, 7 & 8)
15. Declaration of Restrictions and Covenants recorded in [Book 2112, Page 1634](#). (as to Lots 6, 7 & 8)
16. This item has been intentionally deleted.
17. Corrected Amended and Restated Shared Parking Agreement as set forth in instrument recorded in [Book 3396, Page 641](#). (as to Lots 6, 7 & 8)
18. Gulf Power Company's Notice/Affidavit recorded in [Book 3153, Page 113](#). (as to Lots 6. 7 & 8)
19. All of the terms and provisions set forth and contained in that certain Lease between Village Baptist Church of Destin, Inc. a Florida non-profit corporation, Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, Lessee, a memorandum of which is recorded in [Book 3131, Page 1624](#). (as to Lot 6)
20. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas.
21. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

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22. Any map or diagram now or previously provided is for reference and informational purposes only. The Company and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). The foregoing does not limit any express coverages provided by the terms and provisions of any title insurance policy for matters which might be revealed by a survey prepared and certified in accord with Florida Statutes Section 472.027.
23. This item has been intentionally deleted.

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Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

### **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 ([claims.nic@firstam.com](mailto:claims.nic@firstam.com)).

### **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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TitleVest Agency, LLC  
110 E. 42nd Street, 10th Floor  
New York, NY 10017  
Phn - (212)757-5800  
Fax - (212)757-0466

07/23/2021

Re: File #LP3FL1

Property Address: 103 MATTHEW BOULEVARD, Destin, FL 32540

### **REISSUE CREDIT NOTICE**

Issued by

### ***First American Title Insurance Company***

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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## Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: LP3FL1

File No.: LP3FL1

The Land referred to herein below is situated in the County of Okaloosa, State of Florida, and is described as follows:

### PARENT TRACT

LOTS 6, 7 AND 8, CRYSTAL BEACH PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT [BOOK 15, AT PAGE 33](#), TOGETHER WITH THE USES AND BENEFITS OF THAT 40 FOOT ACCESS EASEMENT AS SHOWN ON THE PLAT OF CRYSTAL BEACH PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT [BOOK 15, AT PAGE 33](#) OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

### 20'X50' LEASE AREA

A LEASE AREA BEING A PORTION OF LOT 6 AS SHOWN ON A PLAT OF "CRYSTAL BEACH PLAZA" AS RECORDED IN PLAT [BOOK 15, PAGE 33](#) IN THE CLERK OF COURT FOR OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT (STAMPED PRM #3724) FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 6; THENCE RUN N 13°14'25" W FOR A DISTANCE OF 244.71 FEET TO A SET PK NAIL AND THE POINT OF BEGINNING; THENCE RUN N 86°01'07" W FOR A DISTANCE OF 50.00 FEET TO A SET PK NAIL; THENCE RUN N 03°58'53" E FOR A DISTANCE OF 20.00 FEET TO A SET PK NAIL; THENCE RUN S 86°01'07" E FOR A DISTANCE OF 50.00 FEET TO A SET PK NAIL; THENCE RUN S 03°58'53" W FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

### 30' INGRESS/EGRESS & UTILITY EASEMENT

AN EASEMENT BEING A PORTION OF LOT 6 AS SHOWN ON A PLAT OF "CRYSTAL BEACH PLAZA" AS RECORDED IN PLAT [BOOK 15, PAGE 33](#) IN THE CLERK OF COURT FOR OKALOOSA COUNTY, FLORIDA, LYING IN TOWNSHIP 2 SOUTH, RANGE 22 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT (STAMPED PRM #3724) FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 6; THENCE RUN N 13°14'25" W FOR A DISTANCE OF 244.71 FEET TO A SET PK NAIL; THENCE RUN N 86°01'07" W FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF AN INGRESS/EGRESS & UTILITY EASEMENT BEING 30 FEET IN WIDTH AND LYING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S 03°59'08" W FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE RUN S 86°01'07" E FOR A DISTANCE OF 53.17 FEET TO A POINT; THENCE RUN N 03°33'48" E FOR A DISTANCE OF 117.10 FEET TO A POINT ON THE SOUTHERLY EDGE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT AND THE POINT OF ENDING. THE ABOVE DESCRIBED EASEMENT TO ADJOIN LEASE AREA AND 40 FOOT ACCESS EASEMENT.

40 FOOT ACCESS EASEMENT AS SHOWN ON THE PLAT OF CRYSTAL BEACH PLAZA RECORDED IN PLAT [BOOK 15, PAGE 33](#), PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**TitleVest Agency, LLC  
110 E. 42nd Street, 10th Floor  
New York, NY 10017**

Date: May 17, 2021  
Order: LP3FL1  
Borrower/Buyers: TBD  
Address: 103 MATTHEW BOULEVARD, DESTIN, FL 32540

Loan No.: 11565486

**IMPORTANT NOTE:**

"The information set out below is provided for general reference to the subject matter being covered. The provider makes no warranty, either express or implied, with regard to the specific state tax requirements or the final tax figures. The tax information provided is obtained from public records and the provider does not guarantee that the figure stated is the final tax amount."

**County Real Estate Taxes**

- 
1. For informational purposes only: General and special taxes for the current tax year 2020.

OKALOOSA COUNTY TAX COLLECTOR  
1250 N. ELGIN PARKWAY SUITE 101  
SHALIMAR, FL 32579  
850-651-7300

ANNUAL INSTALLMENT:	\$300.49	PAID	DUE DATE: 11/01/2020
	DUE BY DATE:		03/31/2021
	PENALTY DATE:		04/01/2021
	PAYOFF AMOUNT:		\$N/A
	AMOUNT IS GOOD THROUGH:		N/A

DISCOUNT DATES (IF APPLICABLE): Tax Amounts are established in November. Discounts for paying taxes early = 4% if paid in November, 3% if paid in December, 2% if paid in January, 1% if paid in February. Gross amount of taxes are due by March 31.

Homestead Exemption:	N
Homeowners Exemption:	N
Agricultural Exemption:	N
Over 65 Exemption:	N
Disabled Exemption:	N
Veteran Exemption:	N
Disabled Veteran Exemption:	N
Residential Exemption:	N
Primary Residential Exemption:	N
Mortgage Exemption:	N
Widow Exemption:	N

Other: N  
Additional Homestead: N

A.P.No: 002S22000000010H80

Note: Taxes include special assessments and/or bonds, if applicable.

2. For informational purposes only: General and special taxes for the current tax year 2020.

OKALOOSA COUNTY TAX COLLECTOR  
1250 N. ELGIN PARKWAY SUITE 101  
SHALIMAR, FL 32579  
850-651-7300

ANNUAL INSTALLMENT:	\$1,403.96	PAID	DUE DATE: 11/01/2020
	DUE BY DATE:		03/31/2021
	PENALTY DATE:		04/01/2021
	PAYOFF AMOUNT:		\$N/A
	AMOUNT IS GOOD THROUGH:		N/A

DISCOUNT DATES (IF APPLICABLE): Tax Amounts are established in November. Discounts for paying taxes early = 4% if paid in November, 3% if paid in December, 2% if paid in January, 1% if paid in February. Gross amount of taxes are due by March 31.

Homestead Exemption: N  
Homeowners Exemption: N  
Agricultural Exemption: N  
Over 65 Exemption: N  
Disabled Exemption: N  
Veteran Exemption: N  
Disabled Veteran Exemption: N  
Residential Exemption: N  
Primary Residential Exemption: N  
Mortgage Exemption: N  
Widow Exemption: N  
Other: Y  
Additional Homestead: N

A.P.No: 002S22058700000060

EXHIBIT 6

ENVIRONMENTAL DISCLOSURE

Site Operator represents and warrants that the Site, as of the date of this SLA, is free of Hazardous Materials except as follows:

Any issues or matters referenced in Phase I Environmental Site Assessment for Beachside Telecommunications Facility, Destin, Okaloosa County, Florida, Project No. BLU01P1334 dated September 5, 2013 prepared by Environmental Engineers, Inc.

EXHIBIT 7

STATE-SPECIFIC PROVISIONS

EXHIBIT 8  
SPECIAL PROVISIONS

AT&T EVP Acknowledgement and Approval

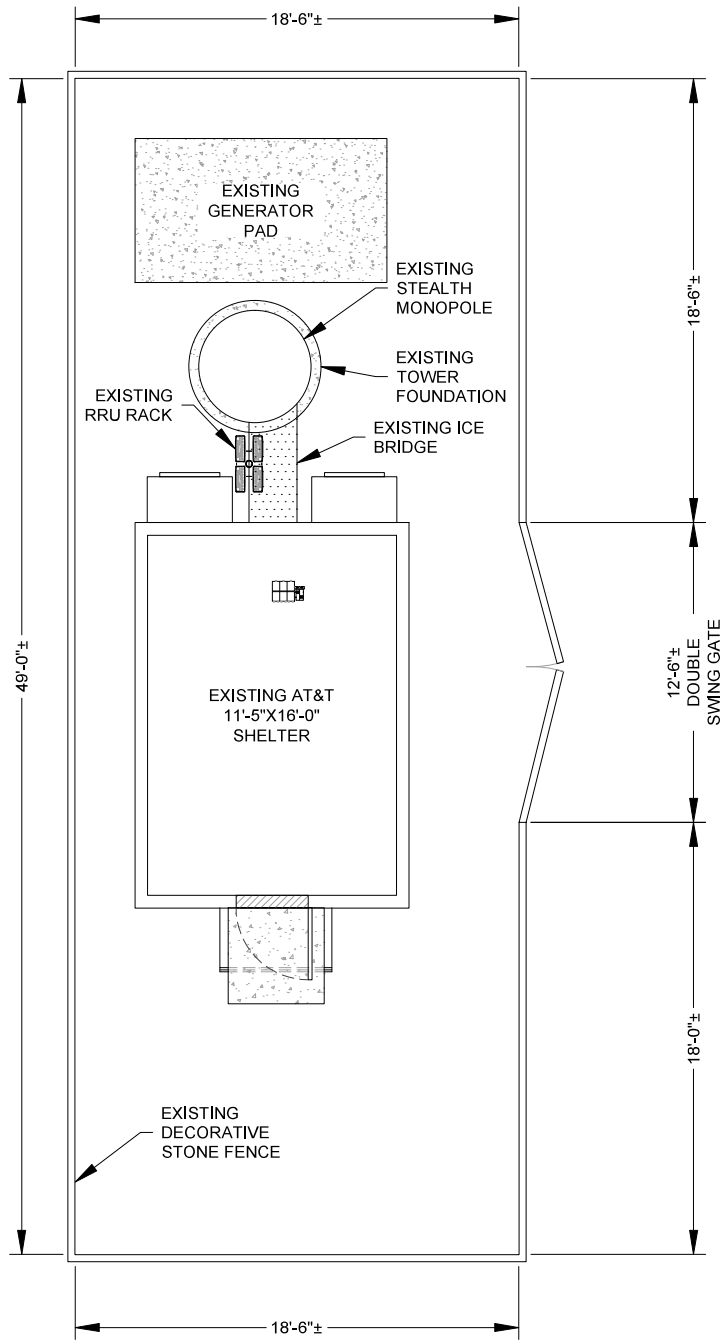
By: \_\_\_\_\_

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

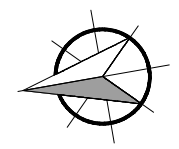
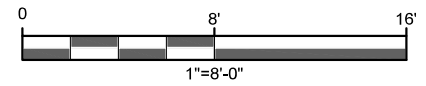
Title \_\_\_\_\_

Date: \_\_\_\_\_

EXISTING EQUIPMENT
   
 NEW EQUIPMENT
   
 DC NEW DC POWER CABLE
   
 F NEW FIBER CABLE

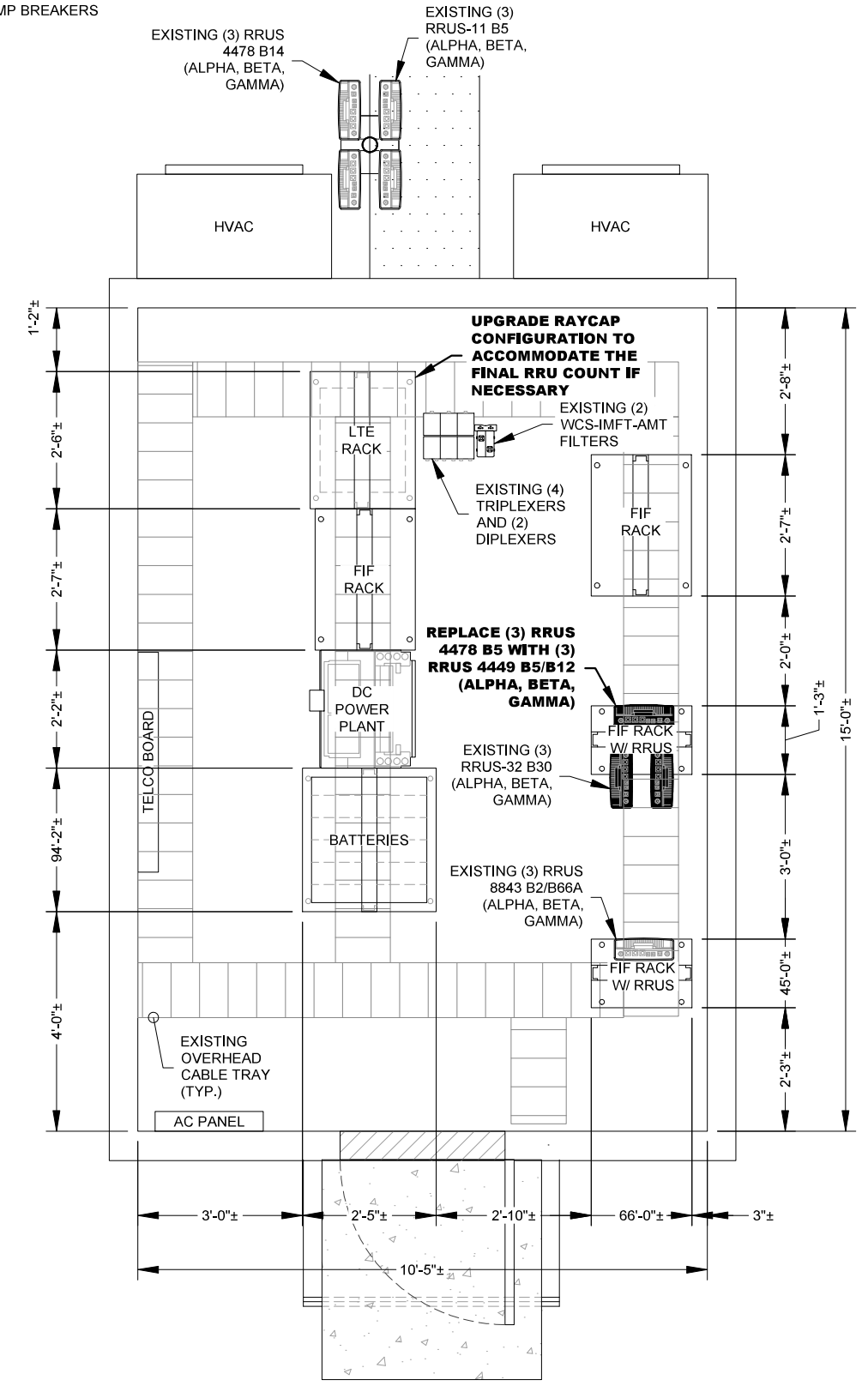


**SITE PLAN**  
 11"x17" SCALE: 1"=8'-0"  
 24"x36" SCALE: 1"=4'-0"

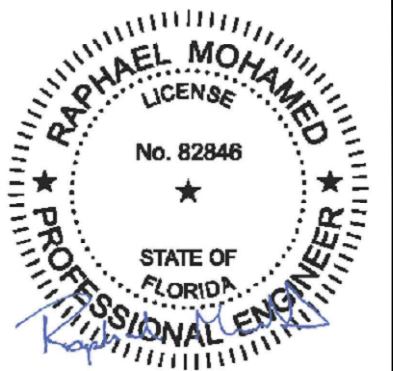
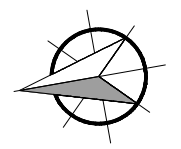
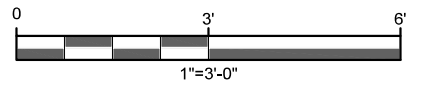


- NOTES:**
- REMOVE (3) RRU 4478 B5
  - ADD (3) RRU 4449 B5/B12
  - ADD (1) RECTIFIER
  - ADD (1) AC CIRCUIT
  - ADD (6) 20 AMP BREAKERS

**EQUIPMENT LAYOUT UPDATED  
BASED ON PHOTOS, CONTRACTOR  
TO VERIFY EQUIPMENT LAYOUT.**



**EQUIPMENT LAYOUT**  
 11"x17" SCALE: 1"=3'-0"  
 24"x36" SCALE: 1"=1'-6"



1/29/2020  
 RAPHAEL MOHAMED, P.E.  
 FLORIDA NO. 82846

**SUBMITTALS**

DATE	DESCRIPTION	REV	ISSUED BY
1/29/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS  
 CHECKED BY: JFS  
 APP'VD BY: RM  
 MNS PROJECT NO: 21016-AEC

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PREPARED FOR:

PREPARED BY:  
  
 507 AIRPORT BLVD, SUITE 111  
 MORRISVILLE, NC 27560

SITE NAME:  
**BEACHSIDE PERM**

SITE NUMBER:  
**147627**

SITE ADDRESS:  
**103 MATTHEW BOULEVARD  
 DESTIN, FL 32541**

FA LOCATION:  
**11565486**


SHEET TITLE  
**SITE PLAN &  
 EQUIPMENT LAYOUT**

SHEET NUMBER  
**C-1**

# STRENGTHENING PUBLIC SAFETY COMMUNICATIONS ACROSS GEORGIA – EVERY DAY AND IN EVERY EMERGENCY

FirstNet is the only nationwide communications platform dedicated to first responders and the extended public safety community. FirstNet is bringing public safety communications into the 21st century and strengthening first responders' incident response – every day and in every emergency.

## FIRSTNET BY THE NUMBERS



MORE THAN  
**16,000**

Public safety agencies and organizations are subscribers, including thousands of users in the State of Georgia; leading federal agencies like the Federal Bureau of Investigations (FBI) and Federal Emergency Management Agency (FEMA); state and municipal agencies like the Baltimore Police Department, Kansas Highway Patrol and Seattle Fire Department; military branches like the U.S. Army, National Guard and U.S. Coast Guard; and, cities like New Orleans and Las Vegas.



**More than 99%** of the U.S. population is covered by FirstNet today.



**Band 14 spectrum** – public safety's VIP lane – has been deployed nationwide, including in communities across Georgia.



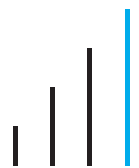
FirstNet offers multiple options for everyday needs, including **more than 265** FirstNet devices and **more than 165** apps in the FirstNet catalog.



FirstNet has **more than 100** dedicated deployable network assets, including **72** Satellite Cells on Light Trucks (SatCOLTs), **3** Flying COWs™, **1** aerostat "blimp" and more, to boost FirstNet connectivity during emergent times.

## NOTEWORTHY WIRELESS INVESTMENTS IN GEORGIA

Since January 2020, AT&T has made the following wireless investments in Georgia, deploying:



MORE THAN  
**1,200+**  
new and upgraded  
LTE Cell Sites

**5G**

MORE THAN  
**1,330+**  
new and upgraded  
5G Cell Sites



**660+**  
new outdoor  
Small Cells

**Purpose-built FirstNet cell sites are supporting communities across Georgia including** *Adrian, Arlington, Blakely, Broxton, Culloden, Cuthbert, Enigma, Fargo, Georgetown, Homerville, Hortense, Keysville, Mauk, Millen, Morris, Nahunta, Nicholls, Pearson, Reynolds, Thomaston, Thomson, Union Point, Washington, and Woodland.*



High-quality Band 14 spectrum added to

MORE THAN  
**1,550**

sites, supporting parts of every market in Georgia.

## FIRSTNET SOLVING COMMUNICATIONS CHALLENGES

We look at FirstNet as the most important wireless network in the country because it's serving our first responders who protect our communities and help save lives. FirstNet is solving the long-standing communications challenges that have faced first responders. It is a tremendous accomplishment when you can help alleviate one of the top issues on every major After-Action Report in past years, including following the September 11 terrorist attacks, Hurricane Katrina, the Boston Marathon bombing and the Las Vegas shooting. Based upon a recommendation in the 9/11 Commission Report, Congress created FirstNet to provide a dedicated communications platform for public safety. The federal First Responder Network Authority (FirstNet Authority) is responsible for providing robust oversight and accountability to ensure FirstNet effectively meets the needs of America's first responders.

## GEORGIA PUBLIC SAFETY VOICES

- **Warren Shepard, manager of the critical-infrastructure and key-resource unit for Georgia Emergency Management Agency/Homeland Security (GEMA) and the FirstNet coordinator for the state of Georgia** said, "Not only did the FirstNet system provide the expected data connectivity, it also helped fill unanticipated gaps in connectivity from other providers. We had a minor hiccup at the ops center on the Sunday a week before the Super Bowl, when we lost the wireless LAN [WiLAN]. We reverted to our FirstNet hotspots on our phones, and we were able to run our computers, get our uploads and downloads, and still carry on our voice conversations at the same time, without any interruption. We did that for about a three- or four-hour period, and then we went back to the WiLAN [when it became available again]. Similarly, plans to use drones to provide real-time streaming video of activities in the downtown Georgia area appeared to be undermined on the Thursday before the Super Bowl, when it became clear that the wireless provider that was expected to serve the drones would not be able to meet the throughput needs," Shepard said. "Once again, FirstNet connectivity proved to be an effective alternative, enabling the command staff to have access to real-time video from the drones." *February 2019*
- "FirstNet is a gamechanger for first responders – from voluntary emergency responders in our rural communities to those on the front lines in our more densely populated metro areas," said **Homer Bryson, Director of the Georgia Emergency Management and Homeland Security and Vice Chair of the Homeland Security Board**. "Partners like the Georgia FirstNet team are delivering enhanced communications capabilities and helping keep Georgians connected in crisis, including now with key support at COVID testing sites and much more." *August 2020*
- "FirstNet is a game changer for first responders in Fulton County, giving us the ability to immediately coordinate across departments, agencies and jurisdictions in Georgia's most populous county," said **Pat Labat, Fulton County Sheriff**. "It is providing first responders with critical state-of-the-art communication capabilities, so we can better provide for and protect our communities." *May 2021*

**AT AT&T, WE HAVE LONG BEEN COMMITTED TO SERVING THE PUBLIC SAFETY COMMUNITY FOR MORE THAN 140 YEARS AND SEE IT AS BOTH OUR OBLIGATION AND OUR HONOR.**

# THE CLUB AT HENDERSON BEACH RESORT

100 MATTHEW BLVD, SUITE C-2, DESTIN, FL. 32541



7/11/2024

Shannon Howell  
The Club at Henderson Beach Resort  
100 Matthew Blvd, suite C-2, Destin, Fl. 32541

Daniel Butler, Senior Planner  
4100 Indian Bayou Trail, Destin, Fl. 32541

**Dear Mr. Butler,**

Thank you for the notice of Variance Request for Village Baptist Church, via their agent Mr. Charles Padgett of Shirah and Company.

Its our understanding from the notice that AT&T is seeking your permission to extend the height of the existing tower on the Church's property by an additional 10 feet.

Henderson Beach Resort has no objection to the request and fully supports any hing that will improve the AT&T service, ha. Communication signals in Destin are currently lacking so hopefully Verizon will do the same.

Sincerely,

Shannon Howell  
Project Manager  
The Club at Henderson Beach Resort  
Henderson Beach Resort



# Community Development Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

June 6, 2024

**Subject: Notification of Development Project: 103T Matthew Boulevard – Variance Request  
City of Destin Project Number: BOA-001428-2024**

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Variance Request. As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** requires a written notice providing you the following information.

*This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.*

1. Name of Owner: Village Baptist Church of Destin, Inc.
2. Name of Agent: Charles Padgett of Shirah and Company
3. Address of Project: 103T Matthew Boulevard, Destin, FL 32541
4. Parcel ID Number: 00-2S-22-0587-0000-0060
5. Project Description: The applicant is seeking relief from **Land Development Code (LDC) Section 12.04.04.G**, which requires a landscape buffer adjacent to any telecommunications facility. It is AT&T's intent to extend the height of the flagpole tower an additional ten feet (10') to provide optimum performance and accommodate their services of 5G – C-Band, DOD & First Net.
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

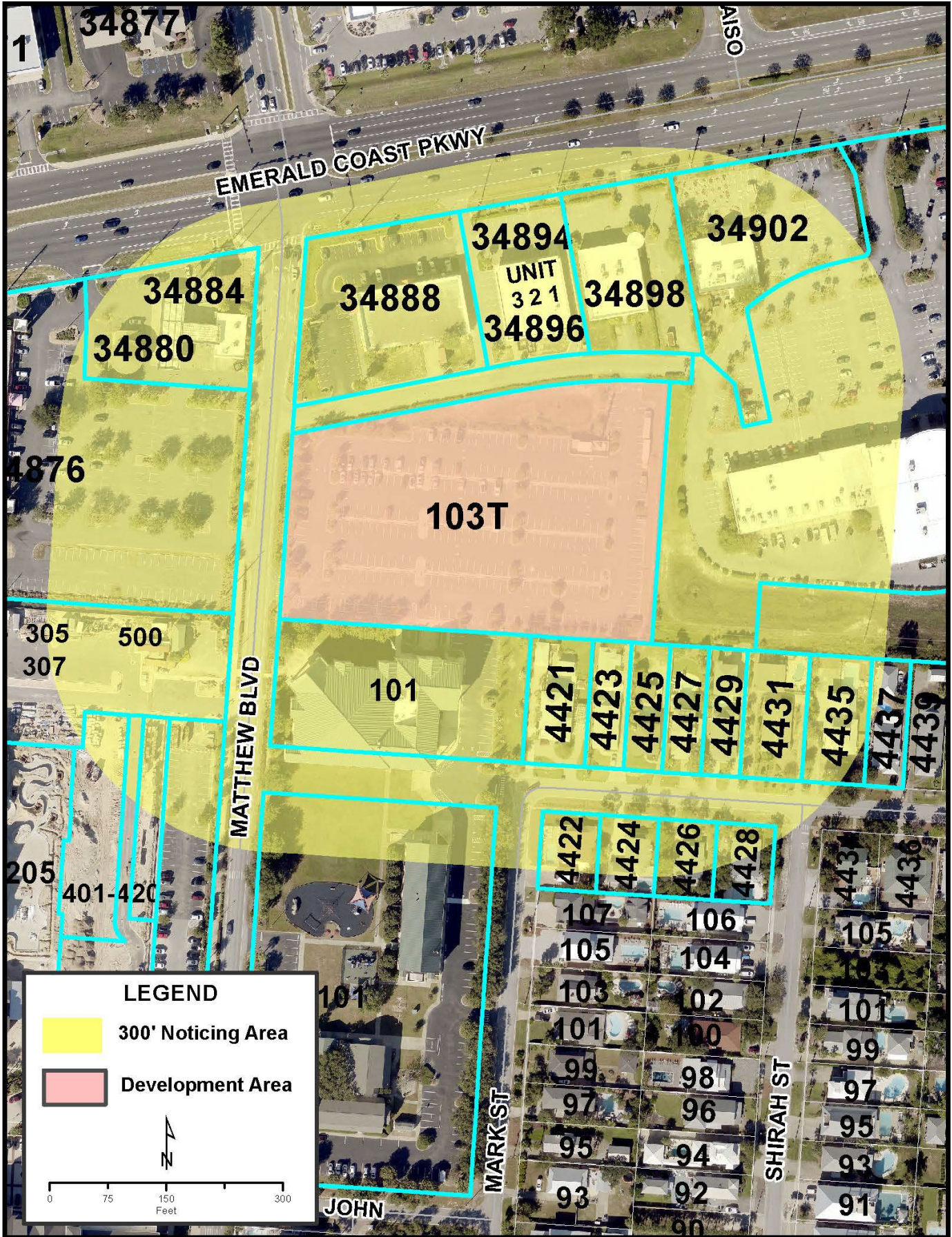
If you have any questions, please do not hesitate to call (850) 654-1119 or email [planning@cityofdestin.com](mailto:planning@cityofdestin.com).

Sincerely,

Daniel Butler  
Senior Planner

cc: Louis Zunguze, MURP, Community Development Director  
Planning Division  
Project File





**LEGEND**

- 300' Noticing Area
- Development Area



0 75 150 300  
Feet

**AFFIDAVIT  
POSTING OF PROPERTY**

BEFORE ME, the undersigned authority, personally appeared: Chad Caudill,

the owner and/or authorized agent of the following described property: 103T Matthew Blvd;

PIN 00-2S-22-0587-0000-0060 -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.

Chad Caudill  
Signed Name of Owner/Agent

Chad Caudill  
Printed Name of Owner/Agent

STATE OF FL  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of physical presence  or online notarization , this 26 day of June, 2024,

By: Chad Caudill  
(Print name)

Personally known  OR Produced Identification

Charles L. Padgett, III Seal:  
Notary Signature



**CHARLES L. PADGETT, III**  
Notary Public  
State of Florida  
Comm# HH161267  
Expires 8/4/2025

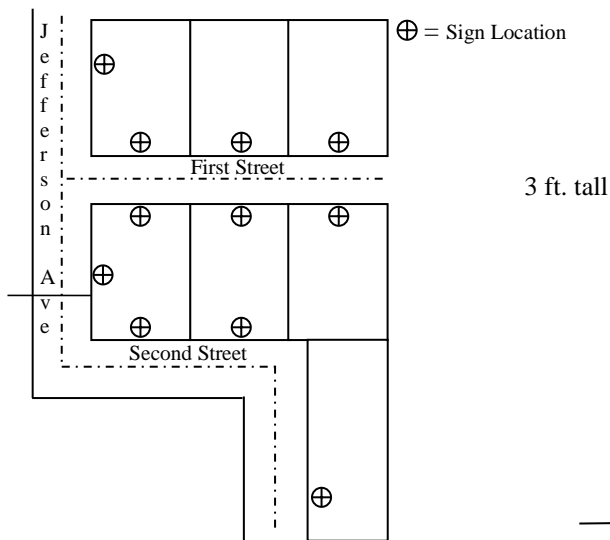
# CITY OF DESTIN

## POSTING OF PROPERTY REQUIREMENT

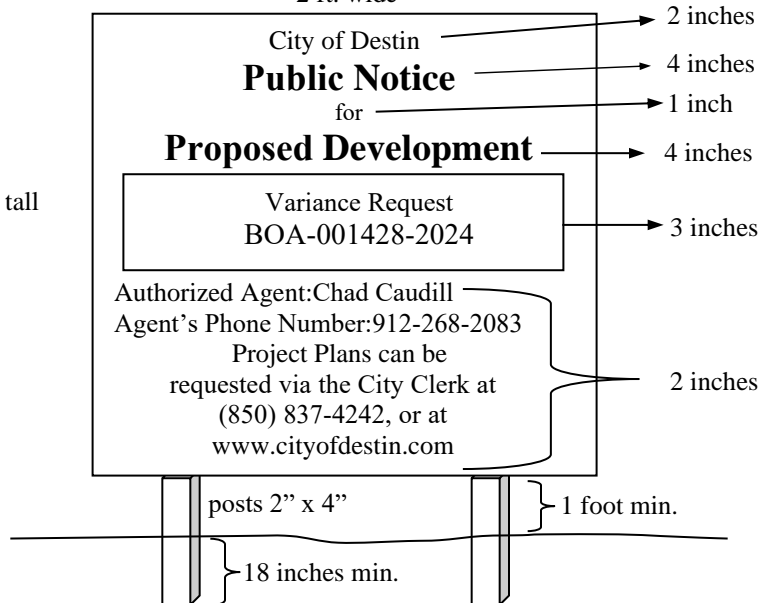
All applications for a development are required to post the subject property with a sign notifying the public of such development activity in accordance with the following requirements:

1. The subject site described in the application shall have a sign posted by the owner/agent, notifying the public of the city project number, authorized agent and phone number.
2. The posted sign shall be placed upon the property in the correct location (as shown below).
3. The posted sign shall be placed upon the property not less than fourteen (14) calendar days from the date of the Completeness Letter.
4. The posted sign shall be provided by the owner/agent at the expense of the owner/agent.
5. The owner/agent shall provide a photo of the sign depicting the text and location of the sign in relation to the road and right-of-way to the City.
6. The owner/agent shall provide the attached Posting of Property Affidavit with the requirement of number four (4) mentioned-above, to the city's Planning Division no less than seven (7) calendar days from the posting of the sign.
7. Failure to satisfy the above-mentioned requirements will result in an automatic tabling of the item at the public meeting to the next available meeting, where the applicant will have to again satisfy the above requirements.

### LOCATION OF SIGN(S) ON THE SUBJECT PROPERTY:



### EXAMPLE OF SIGN (Not to Scale):



Note: The sign must have a WHITE background and BLACK letters. Signs shall be securely attached to two (2) posts, being a minimum of a two (2) inches by four (4) inches post, and the face shall be a minimum of one (1) foot above grade. Posts shall be a minimum of eighteen (18) inches below grade.



Village  
CH

Dr. Steven A. Davies, Pastor

*A Great Commission Baptist Church*

City of Destin  
**Public Notice**  
**Proposed Development**  
**Variance Request**  
**BOA-001428-2024**  
Authorized Agent: Chad Caudill  
Agent's Phone Number: 912-268-2083  
Project Plans can be  
requested via the City Clerk at  
(850) 837-4242, or at  
[www.cityofdestin.com](http://www.cityofdestin.com)