

**APPLICATION FOR SPECIAL EXCEPTION USE**

**CITY OF PORT ST. LUCIE**  
Planning & Zoning Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
(772)871-5212 FAX: (772)871-5124

**RECEIVED**

**FOR OFFICE USE ONLY**

MAR 18 2019  
PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

Planning Dept. P19-030  
Fee (Nonrefundable) \$ 2,115.00  
Receipt # 218616

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

**PRIMARY CONTACT EMAIL ADDRESS:** hvaldez@rgpartners.com

**PROPERTY OWNER:**

Name: CGI St Lucie, LLC  
Address: 4225 SW Bimini Circle South, Palm City FL 34990  
Telephone No.: 772 340-1444 Fax No.: \_\_\_\_\_

**APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):**

Name: Scott Richards/ Holly Valdez RG Towers LLC  
Address: 2141 Alternate A1A South, Suite 440, Jupiter FL 33477  
Telephone No.: 561-748-0302 Fax No.: 561-748-0303

**SUBJECT PROPERTY:**

Legal Description: 25 36 39 BEG AT SW COR OF TRACT B ST LUCIE WEST PLAT #15 (PB 27-22), TH N 74 DEG  
Parcel I.D Number: 3325-423-0026-000-4  
Address: 460 SW Utility Drive Port St Lucie FL 34986 Bays: \_\_\_\_\_  
Development Name: St Lucie Trails (Attach Sketch and/or Survey)  
Gross Leasable Area (sq. ft.): 2000 Assembly Area (sq. ft.): \_\_\_\_\_  
Current Zoning Classification: GU SEU Requested: Communication Tower

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

The proposed wireless communication tower is considered to be a special exception use as it is in the "GU" zoning district (the first on the siting hierarchy) and meets all requirements of sections 158.255 through 158.262: Although 300' is allowed, we are only seeking to build a tower of 150'. The proposed tower meets the separation requirement of 1500' by far at 1.24 miles for the closest existing wireless facility

[Signature]  
Signature of Applicant

Taladge P Deshaio  
Hand Print Name

1/24/19  
Date

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

H:\PZ\SHARED\APPLCTN\SEU\APPL (06/21/11)

## **SPECIAL EXCEPTION USES**

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in **§ 158.260 and consider your responses to the following when making a determination.**

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

The development will create only minimal traffic outside of the initial build of approximately 4 weeks. Traffic thereafter will be no more than quarterly maintenance and occasional RF testing and optimization. Access will be from Utility Drive through a locked gate with another locked gate around our compound. Public Safety may also place a lock however emergency access will not be limited as a chain link fence leaves access for fire safety

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Within the parent tract there is plenty of room to maneuver any vehicles during construction phase and thereafter. The proposed development does not create undue noise, glare or odor. The most noticeable portion of development will be a crane on site for one day to raise the tower itself.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

We do not require water or sewer. We will require FPL provided power of approx 200 amps when the first tenant co locates on the tower for which supply there is adequate. There are utility poles directly to the north which will most likely be the source however meeting and site walk with FPL representative will confirm at a later date

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

In addition to the required landscaping the compound will be surrounded by a chain link fence to further shield and protect the development. All cables will run through the middle of the galvanized steel tower up to the antennas to shield most of their view.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

We do not propose any lighting for this development and only a 2' x 2' sign on the gate to identify tower owner and emergency contact number.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

The proposed development falls within a currently unused portion of the parent tract with access coming from the existing utility Drive. The proposed development meets all setbacks and is not adjacent to any residentially zoned properties hence very compatible with the location

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

Towers up to 300' are permitted by Special Exception in the GU zoned parcels this is the first on the siting hierarchy and we are seeking half the permitted height. We meet all setback requirements and are seeking no variances for the Land development regulations.

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(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

The proposed tower is an unmanned facility with very little traffic outside of the initial construction. The tower is designed to meet all design requirements per the latest building code including wind speed. It is to be located in a maintenance area which pairs well with this type of development. Per the FCC, communication towers have not been found to have health risks and Telecom Act of 1996 was enacted to support that finding

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(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

As indicated, the traffic flow for this development is very little. Site visits will consist of only quarterly maintenance and for any repairs/issues. This will be an unmanned facility

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(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

The parent tract is surrounded by other GU zoned parcels, primarily the water district, and is setback from the property lines at the required distance. There is no noise generated by this type of development, there will be no lighting and access is by way of a public street. Outside of the crane that delivers the tower and antennas for future co-locators only normal sized vehicles including pick up trucks will be accessing the site.

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Signature of Applicant

Tal m Adge P. DeShano  
Hand Print Name

11/24/19  
Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Owner's Authorization


- Scott Richards                      RG Towers, LLC CEO
- Holly Valdez                        RG Towers, LLC V.P. Leasing and Operations

I hereby designate and authorize the agents listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing and receiving of site plan, special exception and permit applications and/or authorization for the property listed below; and to furnish, on request, supplemental information in support of the application.

X Applicant/Agent Signature 

Scott Richards for RG Towers, LLC

2141 Alternate A1A S, Suite 440, Jupiter FL 33477 561-748-0302

X Applicant/Agent Signature 

Holly Valdez for RG Towers, LLC

2141 Alternate A1A S, Suite 440, Jupiter FL 33477 561-748-0302

X Owner Signature

  
Talmadge DeShazo



**Michael F. Plahovinsak, P.E.**

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

August 5, 2019

**RG Towers**

Re: Proposed 150-ft Monopole  
Located in Saint Lucie Co., FL: TC12 St. Lucie Trails  
MFP Project #: 23519-372r2 / TAPP Project Number: TP-17808

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This Structure is to be fabricated by TransAmerican Power Products

I have designed this monopole to withstand a 3-sec. gusted wind speed of 128 mph (Vasd) as recommended by ANSI/TIA-222-G for Saint Lucie Co., FL. The design also conforms to the requirements of the 2017 Florida Building Code for an equivalent ultimate wind speed of 165 mph (Vult).

This monopole has been designed to accommodate a theoretical fall radius. The upper 71' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole has been designed according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 79' elevation. The yielded section is designed to remain connected and hang from the standing section resulting in an effective 0' fall radius.

The structure has been designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.



**Michael F. Plahovinsak, P.E.**  
Sole Proprietor - Independent Engineer  
P.E. Licensed in 48 Jurisdictions

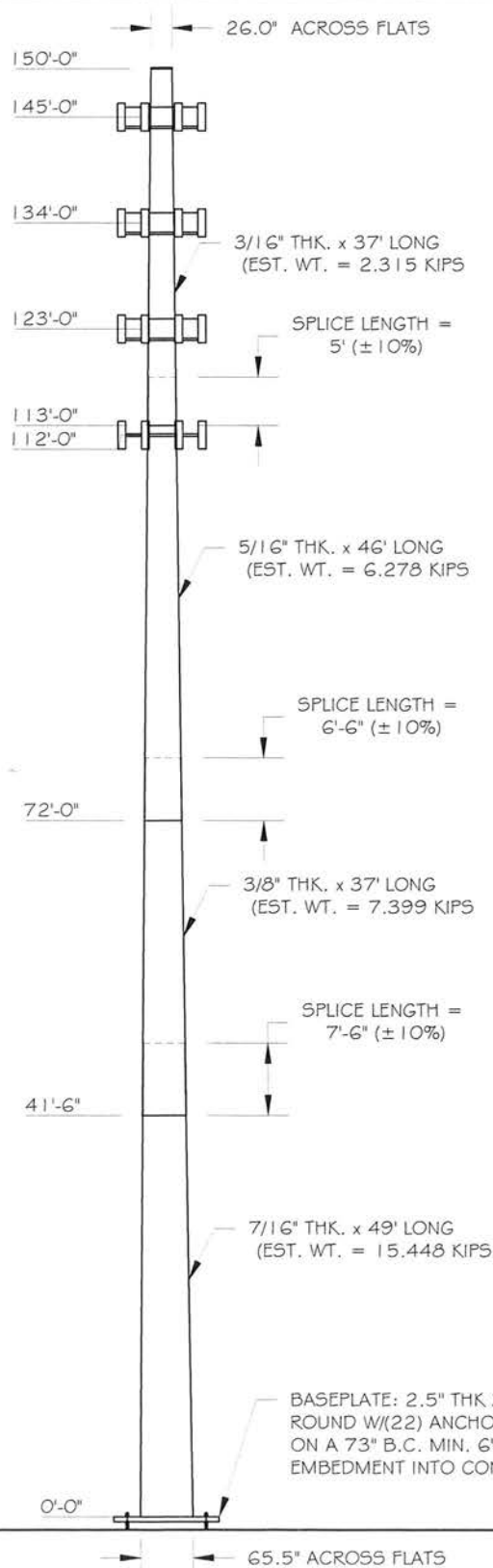




# TAPP

2427 Kelly Lane  
Houston, Texas 77066  
281-444-8277

QUALITY STEEL POLES. DELIVERED.



Page 1 of 2	Job Number: 23519-372
Eng: MFP	Customer Ref: TP-17808
	Date: 5/31/2019
Structure: 150-FT MONOPOLE	
Site: TC 12 ST. LUCIE TRAILS	
Location: SAINT LUCIE CO., FL / 27°18'43.549", -80°23'23.933"	
Owner: RG TOWERS	
Revision No.:	Revision Date:

## DESIGN

Building Code: 2017 FLORIDA BUILDING CODE			
Design Standard: ANSI/TIA-222-G			
Wind Speed Load Cases: ASCE-7-05 WIND SPEED			
Load Case #1: 128 MPH Design Wind Speed			
Load Case #2: 60 MPH Service Wind Speed			
POLE DESIGNED FOR AN EQUIVALENT (V <sub>eq</sub> ) 165 MPH ULTIMATE WIND SPEED			
Structure Class	Exposure Cat.	Topography Cat.	Crest Height
II	C	I	

STRUCTURE MEETS THE MINIMUM REQUIREMENTS OF TIA-222-H

## EQUIPMENT LIST

Elev.	Description
145	(4) CMA-BDHH/6520/EO-8 + (4) FFHH-65B-R3 + (10) RRH
145	12-FT PLATFORM WITH HANDRAIL
134	(6) X7CQAP-FRO-845-VRO ANTENNAS
134	12-FT PLATFORM WITH HANDRAIL
123	(9) NNHH-65B-R4 + (6) RRU5 + (3) RAYCAP
123	12-FT PLATFORM WITH HANDRAIL
112	(3) AIR-G468-B41E + (3) APXVBLL20X + (9) RRU5
112	12-FT LOW PROFILE PLATFORM

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

## STRUCTURE PROPERTIES

Cross-Section: 18-Sided			Taper: 0.27500 in/ft		
Shaft Steel: ASTM A572 GR 65			Baseplate Steel: ASTM A572 GR 50		
Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0" LONG					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	37.00	0.1875	5.00	26.00	36.18
2	46.00	0.3125	6.50	34.43	47.08
3	37.00	0.3750	7.50	44.66	54.84
4	49.00	0.4375	0.00	52.03	65.50



MICHAEL F. PLAHOVINSAK, P.E. #66723  
Sole Proprietor - Independent Engineer  
18301 S.R. 161, Plain City, OH 43064  
614-398-6250 / mike@mpeng.com

## BASE REACTIONS FOR FOUNDATION DESIGN

Moment: 7577 ft-kip  
Shear: 70 kip  
Axial: 59 kip





# TAPP

2427 Kelly Lane  
Houston, Texas 77066  
281-444-8277

QUALITY STEEL POLES. DELIVERED.

Page 2 of 2	Job Number: 23519-372
Eng: MFP	Customer Ref: TP-17808
	Date: 5/31/2019
Structure: 150-FT MONOPOLE	
Site: TC 12 ST. LUCIE TRAILS	
Location: SAINT LUCIE CO., FL / 27°18'43.54"N, -80°23'23.93"W	
Owner: RG TOWERS	
Revision No.:      Revision Date:	

#### FOUNDATION NOTES:

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% ( $\pm 1.5\%$ ). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.

2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.

3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.

4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.

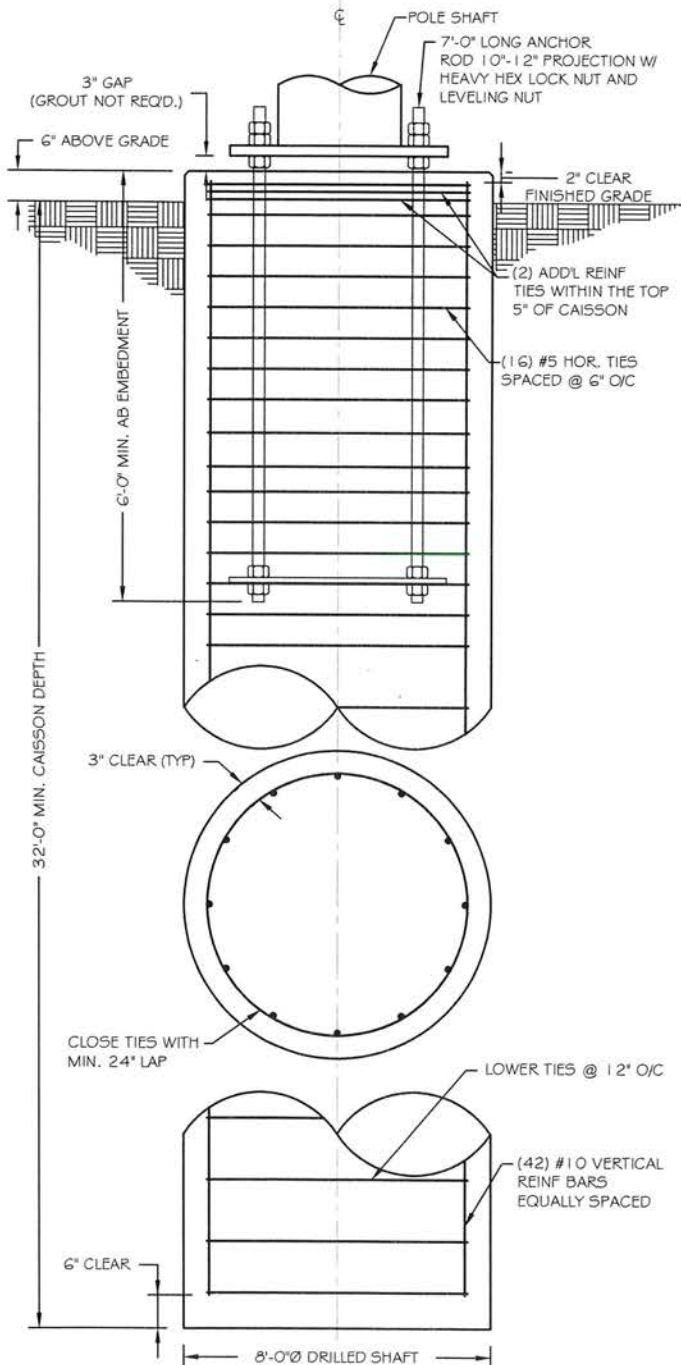
5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:  
ENGINEER: ENVIRONMENTAL CORPORATION OF AMERICA  
REPORT NO.: VO479 (DATED 4/24/19)

6. ESTIMATED CONCRETE VOLUME = 61 CUBIC YARDS.

7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:

MOMENT: 7577 FT-KIPS  
SHEAR: 70 KIPS  
AXIAL: 59 KIPS

8. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED AT 4'-6" BELOW GRADE.



## CAISSON FOUNDATION

NOT TO SCALE



MICHAEL F. PLAHOVINSK, P.E. #66723  
Sole Proprietor - Independent Engineer  
18301 S.R. 161, Plain City, OH 43064  
614-398-6250 / mike@mfpe.com

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23519-372 r1	Page	1 of 6
	Project	St. Lucie Trails	Date	07:27:19 05/31/19
	Client	19-0620	Designed by	JC

### Tower Input Data

The tower is a monopole.

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

The following design criteria apply:

Basic wind speed of 128 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Deflections calculated using a wind speed of 60 mph.

ANSI/TIA-222-G wind speeds are Vasd winds. Refer to IBC Table 1609.3.1 for Vult wind speed conversions..

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.

### 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	150.00-113.00	37.00	5.00	18	26.0000	36.1800	0.1875	0.7500	A572-65 (65 ksi)
L2	113.00-72.00	46.00	6.50	18	34.4293	47.0800	0.3125	1.2500	A572-65 (65 ksi)
L3	72.00-41.50	37.00	7.50	18	44.6674	54.8400	0.3750	1.5000	A572-65 (65 ksi)
L4	41.50-0.00	49.00		18	52.0280	65.5000	0.4375	1.7500	A572-65 (65 ksi)

### 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>	I/Q in <sup>2</sup>	w in	w/t
L1	26.3722	15.3617	1293.1111	9.1634	13.2080	97.9036	2587.9238	7.6823	4.2460	22.645
	36.7092	21.4200	3505.7560	12.7773	18.3794	190.7434	7016.1249	10.7121	6.0377	32.201
L2	36.3085	33.8396	4976.2270	12.1115	17.4901	284.5168	9959.0018	16.9230	5.5096	17.631
	47.7581	46.3875	12818.1946	16.6025	23.9166	535.9530	25653.2556	23.1982	7.7361	24.755
L3	47.1133	52.7190	13066.6250	15.7238	22.6910	575.8495	26150.4434	26.3645	7.2015	19.204
	55.6281	64.8270	24295.6300	19.3351	27.8587	872.1014	48623.2287	32.4196	8.9918	23.978
L4	54.8570	71.6398	24089.6956	18.3146	26.4302	911.4452	48211.0891	35.8267	8.3869	19.17
	66.4430	90.3474	48318.6365	23.0972	33.2740	1452.1439	96700.8519	45.1823	10.7580	24.59

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 150.00-113.00				1	1	1			
L2 113.00-72.00				1	1	1			
L3 72.00-41.50				1	1	1			
L4 41.50-0.00				1	1	1			

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23519-372 r1	Page	2 of 6
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### Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		$C_d A_{f1}$ ft <sup>2</sup> /ft	Weight plf
1 5/8"	C	No	Yes	Inside Pole	145.00 - 0.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	134.00 - 0.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	123.00 - 0.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	112.00 - 0.00	18	No Ice	0.00	0.92

### Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	$A_R$ ft <sup>2</sup>	$A_F$ ft <sup>2</sup>	$C_d A_{f1}$ In Face ft <sup>2</sup>	$C_d A_{f1}$ Out Face ft <sup>2</sup>	Weight K
L1	150.00-113.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	1.04
L2	113.00-72.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	2.69
L3	72.00-41.50	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	2.01
L4	41.50-0.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	2.74

### Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		$C_d A_{f1}$ Front ft <sup>2</sup>	$C_d A_{f1}$ Side ft <sup>2</sup>	Weight K
(4) Cellmax CMA-BDHH/6520/E0-8	A	From Face	3.00 0.00 0.00	0.0000	145.00	No Ice	8.76	5.01	0.12
(4) CommScope FFHH-65B-R3	B	From Face	3.00 0.00 0.00	0.0000	145.00	No Ice	15.32	8.05	0.12
(4) Nokia AHLOA	A	From Face	2.00 0.00 0.00	0.0000	145.00	No Ice	2.23	1.39	0.08
(2) Nokia FXFC	B	From Face	2.00 0.00 0.00	0.0000	145.00	No Ice	0.79	2.43	0.06
(4) Nokia AHFIB	C	From Face	2.00 0.00 0.00	0.0000	145.00	No Ice	2.79	1.53	0.08
Platform w/ Handrail **	C	None		0.0000	145.00	No Ice	30.00	30.00	1.80
(2) JMA - X7CQAP-FRO-845-VR0	A	From Face	3.00 0.00 0.00	0.0000	134.00	No Ice	16.49	11.58	0.11
(2) JMA -	B	From Face	3.00	0.0000	134.00	No Ice	16.49	11.58	0.11



<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23519-372 r1	Page	3 of 6
	Project	St. Lucie Trails	Date	07:27:19 05/31/19
	Client	19-0620	Designed by	JC

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C <sub>1</sub> A <sub>1</sub> Front ft <sup>2</sup>	C <sub>1</sub> A <sub>1</sub> Side ft <sup>2</sup>	Weight K
X7CQAP-FRO-845-VR0			0.00 0.00						
(2) JMA - X7CQAP-FRO-845-VR0	C	From Face	3.00 0.00 0.00	0.0000	134.00	No Ice	16.49	11.58	0.11
Platform w/ Handrail **	C	None		0.0000	134.00	No Ice	30.00	30.00	1.80
(3) Commscope NNHH-65B-R4	A	From Face	3.00 0.00 0.00	0.0000	123.00	No Ice	12.27	7.17	0.11
(3) Commscope NNHH-65B-R4	B	From Face	3.00 0.00 0.00	0.0000	123.00	No Ice	12.27	7.17	0.11
(3) Commscope NNHH-65B-R4	C	From Face	3.00 0.00 0.00	0.0000	123.00	No Ice	12.27	7.17	0.11
(3) Ericsson RRUS-8843	A	From Face	2.00 0.00 0.00	0.0000	123.00	No Ice	1.65	1.16	0.07
(3) Ericsson RRUS-4449	B	From Face	2.00 0.00 0.00	0.0000	123.00	No Ice	1.65	1.16	0.07
(3) Raycap DC6-48-60-18-8C Supressor	C	From Face	2.00 0.00 0.00	0.0000	123.00	No Ice	0.92	0.92	0.03
Platform w/ Handrail **	C	None		0.0000	123.00	No Ice	30.00	30.00	1.80
Ericsson AIR-6468-B41E w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	6.71	3.11	0.07
RFS APXVBBLL20X w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	14.38	8.93	0.06
Ericsson AIR-6468-B41E w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	6.71	3.11	0.07
RFS APXVBBLL20X w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	14.38	8.93	0.06
Ericsson AIR-6468-B41E w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	6.71	3.11	0.07
RFS APXVBBLL20X w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	112.00	No Ice	14.38	8.93	0.06
(6) Ericsson RRUS-11	A	From Face	2.00 0.00 0.00	0.0000	112.00	No Ice	2.19	0.80	0.05
(3) Ericsson RRUS-31	B	From Face	2.00 0.00 0.00	0.0000	112.00	No Ice	0.91	1.62	0.06
Low Profile Platform	C	None		0.0000	112.00	No Ice	14.00	14.00	1.10

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23519-372 r1	Page	4 of 6
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	Client	19-0620	Designed by	JC

### 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 90 deg - No Ice
5	0.9 Dead+1.6 Wind 90 deg - No Ice
6	1.2 Dead+1.6 Wind 180 deg - No Ice
7	0.9 Dead+1.6 Wind 180 deg - No Ice
8	Dead+Wind 0 deg - Service
9	Dead+Wind 90 deg - Service
10	Dead+Wind 180 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	150 - 113	Pole	Max Tension	9	0.00	-0.00	-0.00
			Max. Compression	1	-12.14	0.55	2.11
			Max. Mx	4	-10.39	-702.78	11.72
			Max. My	2	-10.82	-9.05	651.21
			Max. Vy	4	40.68	-702.78	11.72
			Max. Vx	2	-38.54	-9.05	651.21
			Max. Torque	4			12.60
L2	113 - 72	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-23.34	15.02	-2516.51
			Max. Mx	4	-23.01	-2666.50	17.10
			Max. My	2	-23.33	-12.57	2523.69
			Max. Vy	4	54.58	-2666.50	17.10
			Max. Vx	2	-52.19	-12.57	2523.69
			Max. Torque	4			13.76
L3	72 - 41.5	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-34.91	16.25	-4148.03
			Max. Mx	4	-34.72	-4368.42	18.61
			Max. My	2	-34.91	-13.91	4155.27
			Max. Vy	4	60.70	-4368.42	18.61
			Max. Vx	2	-58.32	-13.91	4155.27
			Max. Torque	4			13.70
L4	41.5 - 0	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-59.02	18.26	-7241.13
			Max. Mx	4	-59.02	-7576.93	20.65
			Max. My	2	-59.02	-15.91	7248.41
			Max. Vy	4	69.81	-7576.93	20.65
			Max. Vx	2	-67.49	-15.91	7248.41
			Max. Torque	4			13.66

### Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	150 - 113	14.086	9	0.8313	0.0044
L2	118 - 72	8.721	9	0.7235	0.0017
L3	78.5 - 41.5	3.719	9	0.4560	0.0006

<b>tnxTower</b>  <b>Michael F. Plahovinsak, PE</b> 18301 State Route 161 Plain City, OH 4364 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	150-ft Monopole - MFP #23519-372 r1	Page	5 of 6
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Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L4	49 - 0	1.433	9	0.2674	0.0003

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

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
145.00	(4) Cellmax CMA-BDHH/6520/E0-8	9	13.213	0.8186	0.0105	57848
134.00	(2) JMA - X7CQAP-FRO-845-VR0	9	11.318	0.7875	0.0079	18077
123.00	(3) Commscope NNHH-65B-R4	9	9.504	0.7469	0.0056	10712
112.00	Ericsson AIR-6468-B41E w/ mount pipe	9	7.824	0.6905	0.0040	8944

### Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	150 - 113	114.978	4	6.8039	0.0334
L2	118 - 72	71.196	4	5.9135	0.0127
L3	78.5 - 41.5	30.369	4	3.7260	0.0048
L4	49 - 0	11.703	4	2.1840	0.0022

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

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
145.00	(4) Cellmax CMA-BDHH/6520/E0-8	4	107.855	6.6981	0.0832	7234
134.00	(2) JMA - X7CQAP-FRO-845-VR0	4	92.393	6.4408	0.0623	2258
123.00	(3) Commscope NNHH-65B-R4	4	77.588	6.1059	0.0444	1335
112.00	Ericsson AIR-6468-B41E w/ mount pipe	4	63.877	5.6430	0.0312	1112

### Pole Design Data

Section No.	Elevation ft	Size	L ft	L <sub>n</sub> ft	Kl/r	A in <sup>2</sup>	P <sub>u</sub> K	φP <sub>n</sub> K	Ratio P <sub>u</sub> / φP <sub>n</sub>
L1	150 - 113 (1)	TP36.18x26x0.1875	37.00	0.00	0.0	20.6013	-10.39	1206.03	0.009
L2	113 - 72 (2)	TP47.08x34.4293x0.3125	46.00	0.00	0.0	44.6144	-23.01	2949.96	0.008
L3	72 - 41.5 (3)	TP54.84x44.6674x0.375	37.00	0.00	0.0	62.3727	-34.72	4172.90	0.008
L4	41.5 - 0 (4)	TP65.5x52.028x0.4375	49.00	0.00	0.0	90.3474	-59.02	5893.45	0.010

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Designed by	JC

Pole Bending Design Data	
--------------------------	--

Section No.	Elevation	Size	$M_{rx}$	$\phi M_{rx}$	$\frac{Ratio}{M_{rx}}$	$M_{ry}$	$\phi M_{ry}$	$\frac{Ratio}{M_{ry}}$
	$ft$		$kip-ft$	$kip-ft$	$\frac{M_{rx}}{\phi M_{rx}}$	$kip-ft$	$kip-ft$	$\frac{M_{ry}}{\phi M_{ry}}$
L1	150 - 113 (1)	TP36.18x26x0.1875	702.88	860.58	0.817	0.00	860.58	0.000
L2	113 - 72 (2)	TP47.08x34.4293x0.3125	2666.55	2730.99	0.976	0.00	2730.99	0.000
L3	72 - 41.5 (3)	TP54.84x44.6674x0.375	4368.46	4499.76	0.971	0.00	4499.76	0.000
L4	41.5 - 0 (4)	TP65.5x52.028x0.4375	7576.96	7893.73	0.960	0.00	7893.73	0.000

Pole Shear Design Data	
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Section No.	Elevation <i>ft</i>	Size	Actual $V_u$ <i>K</i>	$\phi V_u$ <i>K</i>	Ratio $\frac{V_u}{\phi V_u}$	Actual $T_u$ <i>kip-ft</i>	$\phi T_u$ <i>kip-ft</i>	Ratio $\frac{T_u}{\phi T_u}$
L1	150 - 113 (1)	TP36.18x26x0.1875	40.68	603.01	0.067	12.59	1724.68	0.007
L2	113 - 72 (2)	TP47.08x34.4293x0.3125	54.58	1474.98	0.037	13.71	5474.41	0.003
L3	72 - 41.5 (3)	TP54.84x44.6674x0.375	60.70	2086.45	0.029	13.67	9020.25	0.002
L4	41.5 - 0 (4)	TP65.5x52.028x0.4375	69.81	2946.73	0.024	13.64	15822.83	0.001

Pole Interaction Design Data									
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Section No.	Elevation <i>ft</i>	Ratio $P_u$	Ratio $M_{ux}$	Ratio $M_{uy}$	Ratio $V_u$	Ratio $T_u$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
		$\phi P_u$	$\phi M_{ux}$	$\phi M_{uy}$	$\phi V_u$	$\phi T_u$			
L1	150 - 113 (1)	0.009	0.817	0.000	0.067	0.007	0.831	1.000	4.8.2 ✓
L2	113 - 72 (2)	0.008	0.976	0.000	0.037	0.003	0.986	1.000	4.8.2 ✓
L3	72 - 41.5 (3)	0.008	0.971	0.000	0.029	0.002	0.980	1.000	4.8.2 ✓
L4	41.5 - 0 (4)	0.010	0.960	0.000	0.024	0.001	0.970	1.000	4.8.2 ✓

## Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	$\sigma P_{allow}$ K	% Capacity	Pass Fail
L1	150 - 113	Pole	TP36.18x26x0.1875	1	-10.39	1206.03	83.1	Pass
L2	113 - 72	Pole	TP47.08x34.4293x0.3125	2	-23.01	2949.96	98.6	Pass
L3	72 - 41.5	Pole	TP54.84x44.6674x0.375	3	-34.72	4172.90	98.0	Pass
L4	41.5 - 0	Pole	TP65.5x52.028x0.4375	4	-59.02	5893.45	97.0	Pass
							Summary	
							Pole (L2)	Pass
							<b>RATING =</b>	<b>Pass</b>

<b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job	150-ft monopole - MFP #23519-372	Page	BP-G
	Project	TC12 St. Lucie Trails	Date	5/31/2019
	Client	TAPP TP-17808	Designed by	Mike

## Anchor Rod and Base Plate Calculation

### ANSI/TIA-222-G

#### Factored Base Reactions:

Moment: 7577 ft-kips  
Shear: 70 kips  
Axial: 59 kips

#### Pole Shape:

18-Sided

#### Pole Dia. ( $D_p$ ):

65.50 in

#### Anchor Rods:

(22) 2.25 in. A615 GR. 75  
Anchor Rods Evenly Spaced  
On a 73 in Bolt Circle

#### Base Plate:

2.5 in. x 79 in. Round  
 $f_y = 50$  ksi

#### Anchor Rod Calculation According to TIA-222-G section 4.9.9

$\phi = 0.80$  TIA 4.9.9  
 $I_{bolts} = 14654.75 \text{ in}^2$  Momet of Inertia  
 $P_u = 226$  kips Tension Force  
 $V_u = 3$  kips Shear Force  
 $R_{nt} = 325.00$  kips Nominal Tensile Strength  
 $\eta = 0.50$  for detail type (d)

The following Iteration Equation Shall Be Satisfied:

$$\left( \frac{P_u + \frac{V_u}{\eta}}{\phi R_{nt}} \right) \leq 1.0$$

$$0.895 \leq 1$$

#### Base Plate Calculation According to TIA-222-G

$\phi = 0.90$  TIA 4.7  
 $M_{PL} = 601.5$  in-kip Plate Moment  
 $L = 9.4$  in Section Length  
 $Z = 14.6$  Plastic Section Modulus  
 $M_p = 730.7$  in-kip Plastic Moment  
 $\phi M_n = 657.7$  in-kip Factored Resistance

Calculated Moment vs Factored Resistance

$$601.50 \text{ in-kip} \leq 658 \text{ in-kip}$$

Anchor Rods Are Adequate	89.5%	<input checked="" type="checkbox"/>
Base Plate is Adequate	91.5%	<input checked="" type="checkbox"/>



<b>Michael F. Plahovinsak, P.E.</b> 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job	150-ft monopole - MFP #23519-372	Page	FND
	Project	TC12 St. Lucie Trails	Date	5/31/2019
	Client	TAPP TP-17808	Designed by	Mike

## Caisson Calculation

According to ANSI/TIA-222-G

1. Foundation overturning resistance calculated with PLS Caisson, for Brom's method for rigid piles. Soil layers modeled after recommendations from the geotechnical report.
2. Cohesion strength for the upper 24 ft has been reduced by 50%
3. In lieu of a soil resistance factor  $f_s = 0.75$  (TIA-9.4.1) an additional safety factor against soil failure of 1.33 has been applied.
4. Foundation is designed with a minimum safety factor resisting overturning of 2.0
5. Foundation has been designed with factored loads per TIA-222-G.
6. Design water table = 4.5 ft below grade

*** PIER PROPERTIES		CONCRETE STRENGTH (ksi) = 4.00				STEEL STRENGTH (ksi) = 60.00			
		DIAMETER (ft) = 8.000		DISTANCE FROM TOP OF PIER TO GROUND LEVEL (ft) = 0.50					
*** SOIL PROPERTIES		LAYER	TYPE	THICKNESS (ft)	DEPTH AT TOP OF LAYER (ft)	DENSITY (pcf)	CU (psf)	KP	PHI (degrees)
		1	S	4.50	0.00	100.0		1.000	-0.00
		2	C	2.50	4.50	52.6	750.0		
		3	S	2.50	7.00	52.6		3.000	30.00
		4	S	22.00	9.50	37.6		2.663	27.00
		5	S	5.00	31.50	52.6		3.000	30.00
*** DESIGN (FACTORED) LOADS AT TOP OF PIER		MOMENT (ft-k) = 7577.0				VERTICAL (k) = 59.0		SHEAR (k) = 70.0	
		ADDITIONAL SAFETY FACTOR AGAINST SOIL FAILURE = 1.33							
*** CALCULATED PIER LENGTH (ft) = 32.500									
*** CHECK OF SOILS PROPERTIES AND ULTIMATE RESISTING FORCES ALONG PIER									
TYPE	TOP OF LAYER BELOW TOP OF PIER (ft)	THICKNESS (ft)	DENSITY (pcf)	CU (psf)	KP	FORCE (k)	ARM (ft)		
S	0.50	4.50	100.0		1.000	24.30	3.50		
C	5.00	2.50	52.6	750.0		120.00	6.25		
S	7.50	2.50	52.6		3.000	116.50	8.79		
S	10.00	12.24	37.6		2.663	737.94	16.62		
S	22.24	9.76	37.6		2.663	-846.13	27.34		
S	32.00	0.50	52.6		3.000	-55.92	32.25		
*** SHEAR AND MOMENTS ALONG PIER									
		WITH THE ADDITIONAL SAFETY FACTOR				WITHOUT ADDITIONAL SAFETY FACTOR			
DISTANCE BELOW TOP OF PIER (ft)		SHEAR (k)		MOMENT (ft-k)		SHEAR (k)		MOMENT (ft-k)	
	0.00	96.7		10814.1		72.5		8110.6	
	3.25	87.6		11120.1		65.7		8340.1	
	6.50	0.4		11315.8		0.3		8486.9	
	9.75	-151.4		11071.9		-113.5		8304.0	
	13.00	-311.6		10324.3		-233.7		7743.3	
	16.25	-495.8		9019.1		-371.9		6764.3	
	19.50	-705.5		7073.8		-529.1		5305.4	
	22.75	-863.7		4425.6		-647.7		3319.2	
	26.00	-603.3		2034.9		-452.5		1526.2	
	29.25	-317.5		531.7		-238.2		398.8	
	32.50	0.0		0.0		0.0		0.0	
*** TOTAL REINFORCEMENT PCT = 0.68		REINFORCEMENT AREA (in^2) = 49.22							
*** USABLE AXIAL CAP. (k) = 60.0		USABLE MOMENT CAP. (ft-k) = 8562.3							

For Design:

8-ft Diameter caisson x 32.5-ft long (32-ft Embedded with 0.5-ft above grade)  
Concrete strength = 4000 PSI @ 28 days. Estimated Concrete Volume = 61 CY3.  
(42) #10 Vertical Rebar. Steel Cross-Section = 53.34 in<sup>2</sup>



February 21, 2019

RG Towers, LLC  
Attn: Scott Richards  
2141 Alternate A1A, South  
Suite 440  
Jupiter, FL 33477

**RE: *St. Lucie Trails Cell Tower – Traffic Statement***  
***Port St. Lucie, Florida***  
***Kimley-Horn # 14402051***

Kimley-Horn and Associates, Inc. was retained to prepare a traffic impact statement for a proposed wireless tower to be located on SW Utility Drive, west of SW Bethany Drive, in the City of Port St. Lucie, Florida. The proposed tower will access SW Utility Drive. *Figure 1* illustrates the proposed tower location.

Because the trip generation characteristics of the site are comprised of infrequent visits by a service technician and/or engineer, it is estimated that the site will not generate more than 4 semi-annual trips (2 in, 2 out) per carrier. Pass-by capture for the site is not applicable. For concurrency analysis purposed, we have conservatively assumed the site's maximum impact to be 4 trips (2 in, 2 out) during the AM and PM peak hours. Based on the trip generation potential assumed, the area of influence is the directly accessed segment.

The project traffic was then compared to the generalized level of service LOS (D) generalized service volumes. As shown in *Table 1*, project traffic comprises less than 1% of the LOS D service volume on the directly accessed links. Because the project traffic comprises less than 1% of the LOS D generalized service volume, no further analysis is required.

The foregoing letter demonstrates that the proposed expansion will not significantly impact the surrounding roadway network. Should you have any questions regarding this analysis, please contact me at (561) 840-0852 or via email at [stephanie.kinlen@kimley-horn.com](mailto:stephanie.kinlen@kimley-horn.com).

Sincerely,

Stephanie Kinlen, P.E.  
Transportation Engineer

Florida Registration  
Number 84302  
Certification of Authorization  
Number 696

*K:\WPB\_Civil\CELL SITES\IRGP Tower\144042051-St Lucie Trails\Traffic Study\2019-02-20 Cell Tower-PSL.docx*



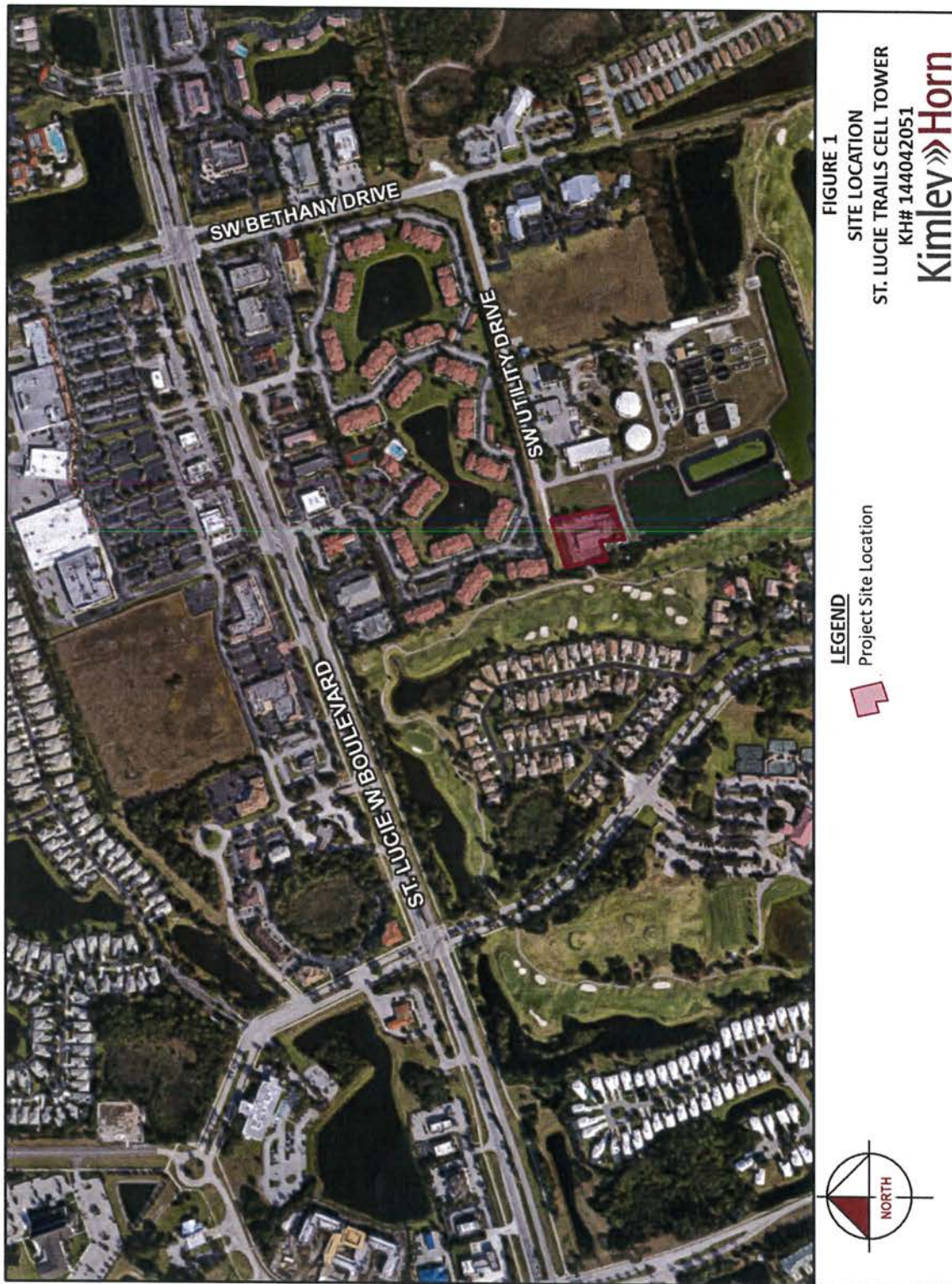


TABLE 1 ST LUCIE TRAILS CELL TOWER PEAK HOUR SIGNIFICANCE CALCULATIONS										
Roadway		Direction	Lanes	Facility Type	LOS D Service Volume	Project Traffic		Peak Hour Trips	Percent Impact	Significant Impact ??
From	To					% Assignment				
						Inbound	Outbound			
AM PEAK HOUR										
SW Utility Drive Driveway	SW Bethany Drive	EB	2L	Class I	880	0%	100%	2	0.23%	No
		WB	2L	Class I	880	100%	0%	2	0.23%	No
AM PEAK HOUR										
SW Utility Drive Driveway	SW Bethany Drive	EB	2L	Class I	880	0%	100%	2	0.23%	No
		WB	2L	Class I	880	100%	0%	2	0.23%	No



**A2P0217A**  
St Lucie Trails  
Wireless Telecommunication  
Facility

**Radio Frequency (RF) Engineering Report**

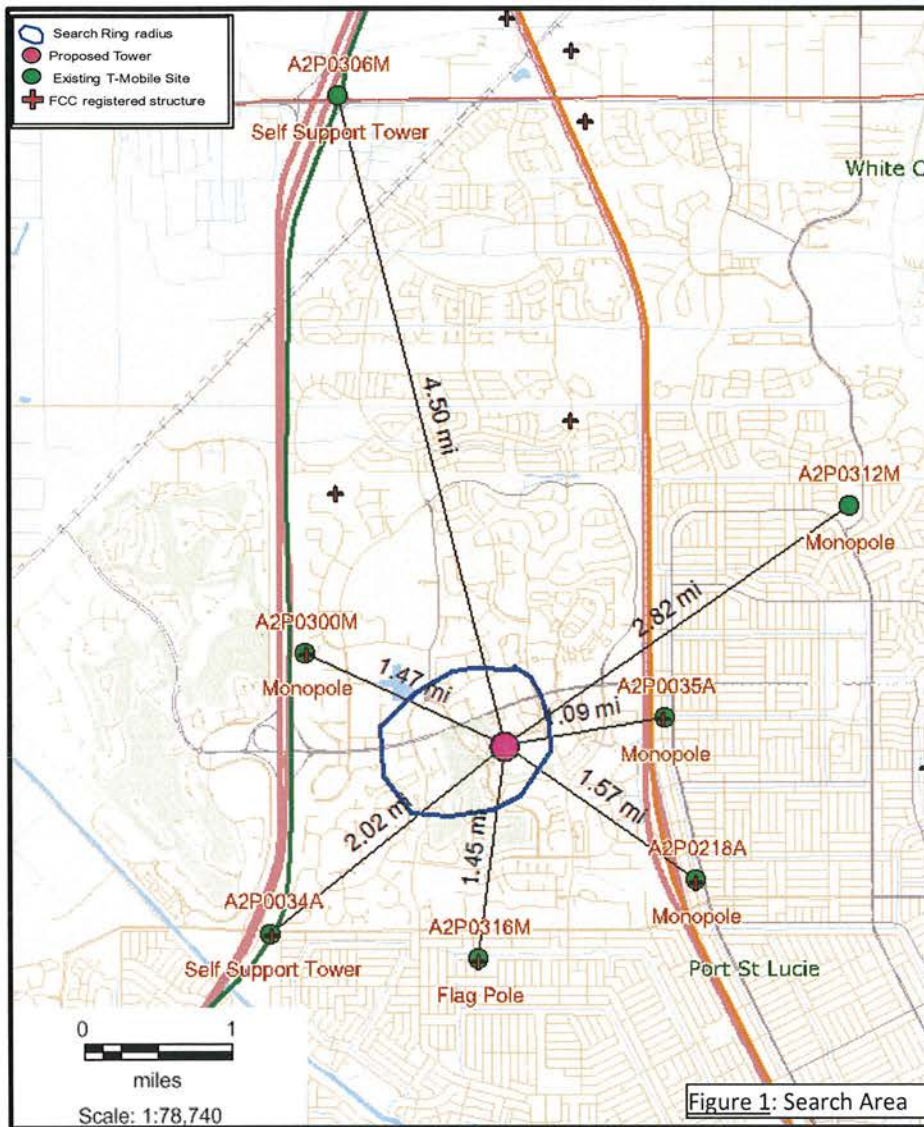
Last Updated	05/17/19
Revision Number	V1.0

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## Search Ring Area



As part of T-Mobile's commitment to improve service in the south Florida market a number of "search rings" have been issued to address coverage deficiencies in the cellular network. Each search ring is in an area where service levels are inadequate to provide the necessary cell phone coverage or capacity. Within the search ring existing towers or structures of sufficient height are sought with the goal of deploying radio transceivers and antennas to improve the local area service levels. Due to the dramatic increase in cell phone traffic and the popularity of wireless data applications over the last few years, significant demands have been placed on network coverage and capacity. One such area in need of improved services is in the area of St Lucie County from approximately NW Peacock Blvd in the north to Crosstown Pkwy in the south and from NW California Blvd in the west to SW/NW Cashmere Blvd in the east. Coverage levels are too low to support the capacity and coverage needs for this part of the network. Users placing calls indoors and especially during network busy hours may experience dropped calls, ineffective network attempts and slow data application speeds. In the worst-case a user may not be able to place a E911 call. There were no towers or structures of sufficient height within the T-Mobile search area that could accommodate the addition of new facility that would provide an adequate coverage improvement. The surrounding facilities have undergone extensive upgrades over the last decade

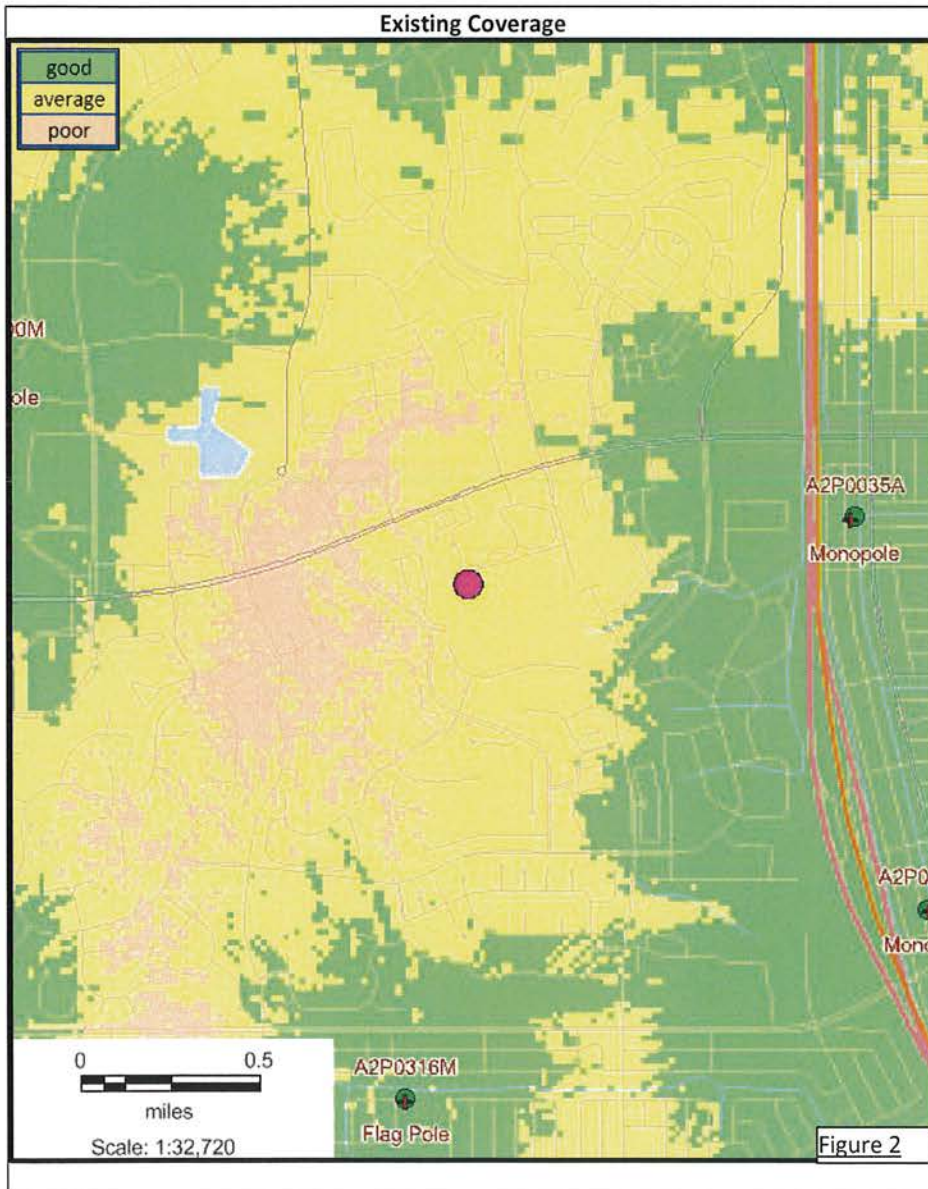
with no appreciable improvement in service levels in the area of concern. Shown above in Figure 1 is the T-Mobile search ring and the proposed location surrounded by existing T-Mobile cellular facilities ("cell sites").

TMO ID	Name	Class	Address	City	Antenna Elevation (ft)	Structure Height (ft)	Distance (mi)
A2P0034A	AT&T	Self Support Tower	2200 SW JULIET AV	Port Saint Lucie	176	300	2.02
A2P0035A	Atlantic Coast	Monopole	601 SW Bitmore Street	Port St Lucie	150	146	1.1
A2P0218A	Crown 813897 Crosstown	Monopole	1365 SW Biltmore Street	Port Saint Lucie	145	150	1.57
A2P0300M	ALLTEL RESERVE/FPL	Monopole	417 NW FPL Drive	Port Saint Lucie	120	150	1.47
A2P0306M	Midway Spectrasite	Self Support Tower	8150 W Midway Road	Fort Pierce	150	180	4.5
A2P0312M	Pinnacle 3019-633	Monopole	281 NW St. James Drive	Port St. Lucie	125	146	2.83
A2P0316M	Apachee Park Tower Site	Flag Pole	1445 SW Apache Avenue	Port Saint Lucie	132	150	1.45



## Current Cell Site Coverage and Predicted Improvements

Good (reliable indoor service)	Average (reliable outdoor service)	below average (poor service)
Signal power levels able to support a wide range of wireless services both indoors and outdoors. These services include voice calls and high-speed data.	Users may experience call quality issues depending on the signal power levels at their specific location. These issues could include dropped calls, ineffective attempts (blocked calls) or slow data speeds. Service in outdoor locations would be markedly better than indoors in many instances.	A user would encounter call quality issues especially indoors or during network busy hours due to low signal power levels. These issues could include dropped calls, ineffective attempts (blocked calls) and slow data speeds. Service may only be available in outdoor locations. In the worst case a user may not be able to place an emergency (E911) call.

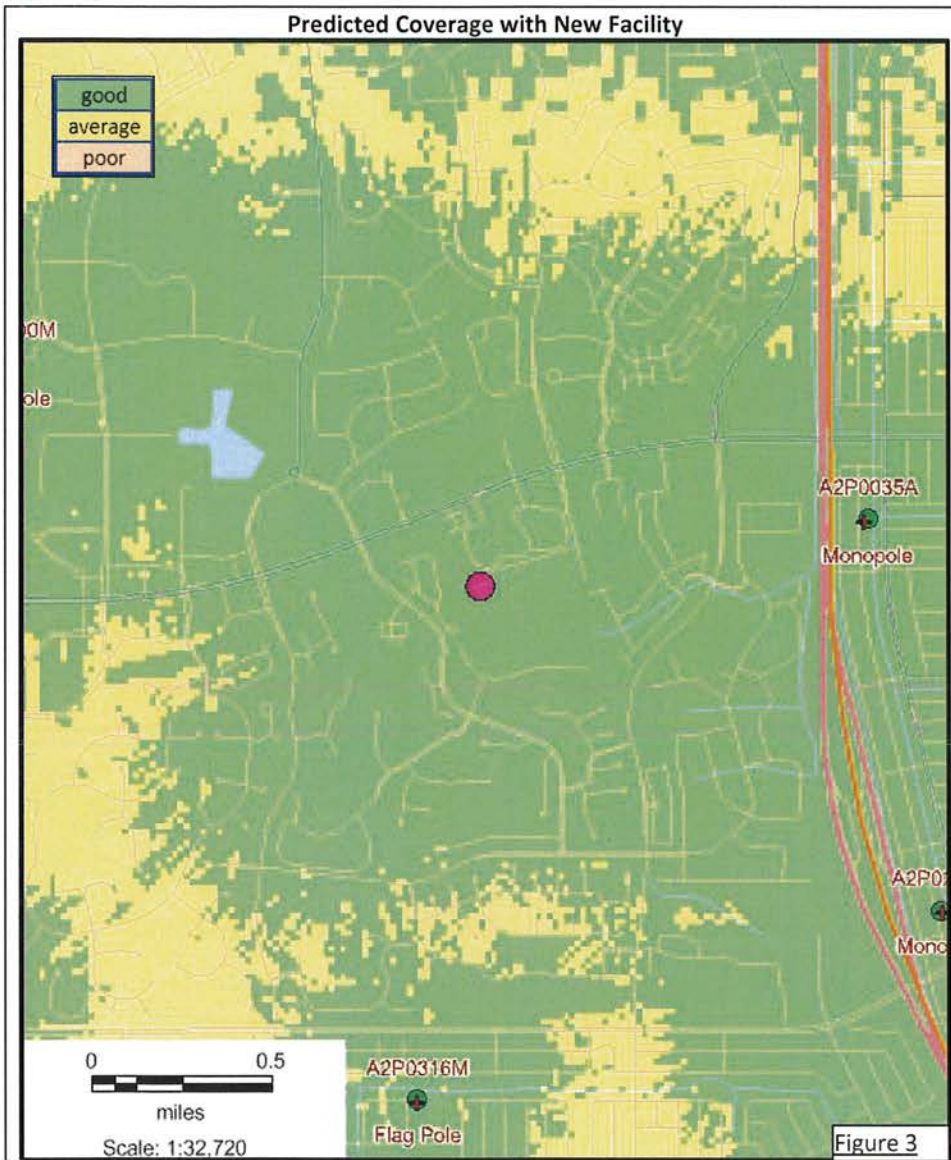


As part of T-Mobile's design and development process a number of engineering studies are completed to ensure a best-fit approach for cell site additions in the network. Propagation or prediction plots are one of the most important of these and are used extensively to determine if a new proposal is adequate.

In Figure 2 the cell site propagation is shown as shades of color which represent signal power levels that a user would experience at a particular location. The propagation model is based on a predictive computer simulator application that is derived from proprietary methodologies. Green areas indicate signal power levels able to support a wide range of wireless services both indoors and outdoors. These services include voice calls and high speed data. The yellow color indicates areas where a user may experience call quality issues due to inconsistent signal power levels. This may depend on their specific location. For instance, a person may be able to use the cell phone on one side of their house near a window but unable to connect in another part of the house. The red areas represent where a user would encounter call quality issues due to low or unusable signal power levels. This would be especially true indoors or during network busy hours. These issues could include dropped calls, ineffective attempts and slow data speeds. In the worst case a user may not be able to place an emergency (E911) call.

Figure 2





The propagation map shown in Figure 3 depicts the predicted signal power levels for the proposed tower when added to the existing network. As can be seen almost all the residential areas have a minimum of average service levels. This is especially important for users who are transitioning from one geographic area to another due to a more consistent coverage overlay. Users indoors will also benefit tremendously due to the closer proximity to the antenna locations. Areas where below average signal power levels still exist can sometimes be alleviated through network optimization methods after the new site comes on line. (These processes are iterative and require a more medium to long term engineering approach)

In summary, T-Mobile has recognized the demand for advanced telecommunication services in these communities. The existing T-Mobile facilities cannot provide these services through upgrade or expansion, due to the distances from the existing tower facilities and cell phone users in this area. Further, no towers or structures of sufficient height were identified in the search ring that could provide the necessary improvements to the network coverage.

These propagation maps graphically demonstrate T-Mobile's business needs based upon existing and predicted customer demands. T-Mobile's goal is to provide reliable wireless service in the areas shown as defined by proprietary QOS (Quality of Service) design parameters.



## Alternate Candidate Analysis

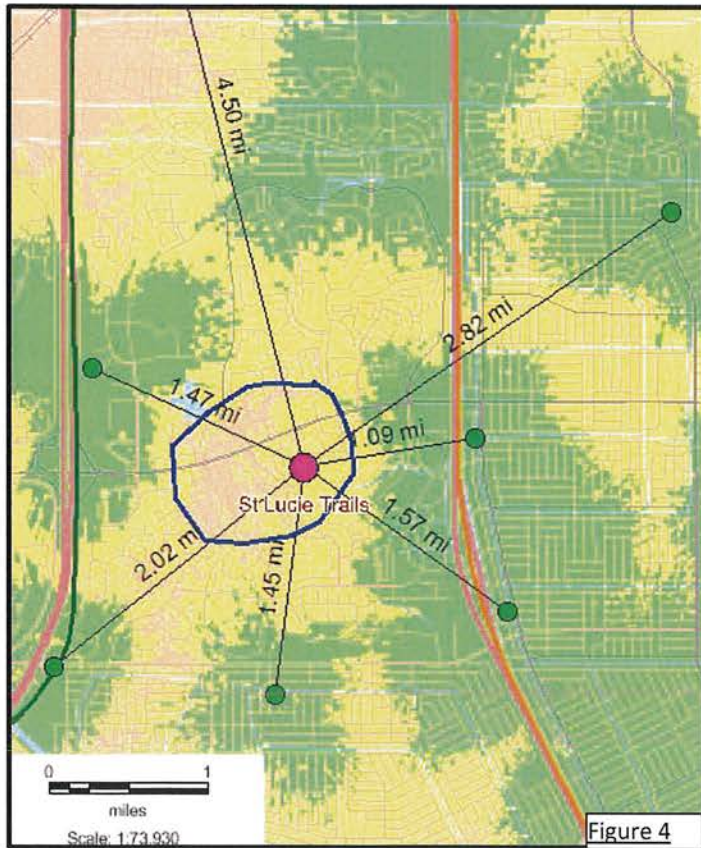


Figure 4

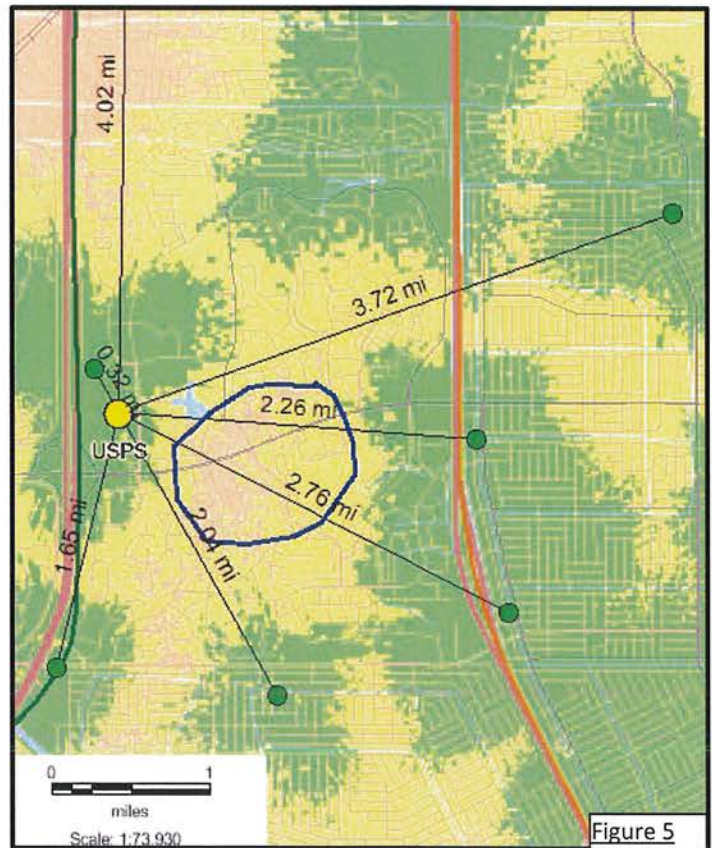


Figure 5

An existing tower has been identified at a USPS facility located at 290 NW Peacock Blvd Port St. Lucie, FL 34986. Based on an informal survey this tower appears to have the physical available capacity for additional cellular equipment. An analysis of this location as a solution for the coverage issues present in the area was conducted. Based on this review it was determined that the existing tower at the USPS facility **would not** provide adequate service in the areas of concern.

In figure 4, the St Lucie Trails candidate location is shown in relation to the existing coverage as previously defined, along with the search ring and inter-site distance. The search ring represented by a blue polygon, is the area describing the optimal placement of a wireless facility designed to improve the coverage deficiencies. The inter-site distance is an important parameter in the design of cellular networks. If the inter-site distance between surrounding facilities is relatively even, reliable network performance is better guaranteed. As the inter-site distance becomes more non-homogenous network performance becomes less reliable. Interference between facilities that are too close is compounded by coverage loss due to increased inter-site distance to other neighboring sites. In figure 5, it can plainly be seen that the USPS tower does not fall within the search ring. This is a primary indicator that the coverage provided by a T-Mobile facility at the USPS location would be an adequate solution for the service deficiencies. Secondly, the inter-site distance between neighboring sites for the USPS tower is 16% greater than that of the proposed tower at St Lucie Trails. In contrast, for this part of the network, one of the engineering goals is to decrease the inter-site distance. More notably, in figure 5 it can be seen that the USPS location is within a good service area and would pose more of an interference issue with the nearest facility and not provide the service relief needed to the southeast.

**Certification Statement of Non-interference**

This letter provides information about the proposed T-Mobile transceiving equipment on the proposed facility at 460 SW Utility Drive in Port Saint Lucie, FL and its potential interference with communication facilities located nearby; as well as the FCC rules governing the human exposure to radio frequency energy (OET 65 guidelines). T-Mobile shall comply with all FCC rules regarding interference to other radio services and T-Mobile shall comply with all FCC rules regarding human exposure to radio frequency energy. The proposed tower facilities, and reception and transmission functions will not interfere with the visual and customary transmission or reception of radio, television or similar services as well as other wireless services enjoyed by surrounding properties.

T-Mobile radio signals are transmitted on exclusively assigned channels within the E, F and C bands in the PCS spectrum and the D, E, F1 and F2 in the AWS spectrum and A Band in 700MHz. In the future AWS-3 Block H and B, C and D blocks in 600 MHz will be active. The Federal Communication Commission (FCC) has allocated these frequencies exclusively for use by cellular service providers. Each cellular service provider is assigned specific frequencies (channels) on which to transmit and receive radio signals.

T-Mobile best engineering practices include compliance with code section 158.213 regarding transmissions and interference.

Cellular transmitters must be type-accepted by the FCC to ensure compliance with technical standards that limit the frequencies, output power, radio frequency emissions, spurious radio noise and other technical parameters. Cellular licensees like T-Mobile owns are required to use type-accepted equipment. The assignment of frequencies and FCC rules keep cellular radio signals from interfering with or being interfered with by other radio transmissions and provide guidelines outlining the limits for permissible human RF exposure. In the event of a complaint of interference or other concerns about cellular antenna facilities, the FCC has a resolution process to determine the source of interference and whether a facility is in compliance with FCC rules.

In the event of interference or other known issues with the transmission facility contact with the T-Mobile Network Operations Center (NOC) can be established 24 hours a day, 7 days a week 365/366 days per year at the following numbers: (877) 611-5868 (DAY), (877) 611-5868 (NIGHT)

Name Patrick Keane

Title T-Mobile Sr Engineer, Radio Frequency

  
Signature \_\_\_\_\_



Re: Letter of Intent.

RG Towers, LLC is applying for site plan approval and special exception to construct a 150' monopole/Wireless Supported Services Facility to be located on a parcel zoned GU in accordance with Port St Lucie Code Sec. 158.213. - Wireless Communication Antennas and Towers.

RG Towers, LLC and its successors will allow the shared use of the tower if an additional user agrees, in writing, to meet reasonable terms and conditions for shared use.

**Site Specific information**

150' monopole/Wireless Supported Services Facility

Case #	P19-031 CGI St. Lucie Tower, Site Plan Application
Property Location:	460 Utility Drive, Port St Lucie 34986
Folio#	3325-423-0026-000-4
Lat/Long:	27.31199, -80.38999
General Rate	Dependent upon height, loading and ground space required
Tentative Construction date	Q4 2019

Please submit the attached co-location application if you are interested.

Sincerely,

Holly Valdez  
V.P. Leasing and Operations  
RG Towers, LLC



## COLLOCATION APPLICATION

**RG Towers, LLC**  
2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477  
Phone: (561) 748-0302 Fax: (561) 748-0303  
E-mail inquiries or applications to: [hvaldezrgpartners.com](mailto:hvaldezrgpartners.com)  
Contact: Holly Valdez 772-353-7401

PLEASE COMPLETE THE FOLLOWING APPLICATION FOR THE SITE YOU ARE INTERESTED IN CONSTRUCTING OR INSTALLING UPON. THIS INFORMATION IS USED TO ASSESS OCCUPANCY SUITABILITY AND FOR PREPARATION OF THE AGREEMENT. THE APPLICATION MUST BE COMPLETED IN ITS ENTIRETY.

**DATE SUBMITTED**

### LESSEE INFORMATION (as it should appear on the agreement)

Company Name:					
Street Address:					
City:		State:	FL	Zip:	
Phone:	ext.	Fax:	-	-	
Entity Type (Partnership, Corporation., etc):					

### LESSEE LEGAL NOTICE INFORMATION (additional notice)

Company Name:					
Point of Contact:					
Street Address:					
City:		State:		Zip:	
Phone:	-	-	ext.	Fax:	-

### CARRIER CONTACT INFORMATION (market contact of lessee)

Company Name:					
Point of Contact:					
Street Address:					
City:	Sunrise	State:	FL	Zip:	
Phone:	ext.	Fax:	-	-	
E-mail:					

### BILLING INFORMATION (if different from lessee information)

Company Name:					
Point of Contact:					
Street Address:					
City:		State:		Zip:	
Phone:	.	Fax:	-	-	
E-mail:	@				

### CUSTOMER REPRESENTATIVE/SITE ACQUISITION CONTACT INFORMATION (main point of contact for application information)

Company Name:					
Point of Contact:					
Street Address:					
City:		State:		Zip:	
Phone Number:		Fax:	-	-	
E-mail:					

### SITE INFORMATION

RG Towers Site ID:	SFL21	Lessee Site ID:			
RG Towers Site Name:	Greencres Fire Station	Lessee Site Name:			
Street Address:	2905 S Jog Road				
City:	Greenacres	County:	Palm Beach	State:	FL
Latitude (NAD 83):	26.633206	Longitude (NAD 83):	80.146971	Zip:	33463
Tower Height/Type:	Monopole 150'	Desired Installation Date:			

### DETAILED DESCRIPTION OF PROPOSED INSTALLATION / SPECIAL INSTRUCTIONS

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ANTENNAS & TRANSMISSION LINES									
Lessee Owned Antennas		Sector 1	Sector 2	Sector 3	Sector 4	Sector 5	Sector 6		
Antenna Height ACL									
Antenna Quantity									
Antenna Manufacturer									
Antenna Model (Attach Spec Sheet)									
Antenna Dimensions & Weight									
Antenna - Upright/Inverted									
ERP (Watts)									
Azimuth									
Antenna Mount Type									
TMA or RRU or COVP									
Manufacturer									
Model									
Dimensions									
Number of Transmission Lines									
Diameter of Transmission Lines									
Satellite/GPS Antennas									
Model:		Size:		Mounting:		Mounting Height (if on tower):			
GPS:	(Select)	Mounting Height (if on tower):							

GROUND EQUIPMENT									
Dimensions of Lessee's Building or Pad:				Total Ground Space:					
Power Requirements (volts):			HVAC Requirements (BTU):			AC Meter:		(Select)	
Required AC Breaker (amps):			Maximum AC Current Draw @ Given Line Voltage (amps):						
Back Up Power Required?		(Select)		Back Up Power Space		' x '		Kilowatt Output: kW	
Generator Make:		Generator Model:		Generator Dimensions:		' x '			
Fuel/Type Containment:		(Select)		Fuel Tank Capacity:		Fuel Tank Dimension:		' x '	

FREQUENCY			
Technology Type	Tx Frequencies	Rx Frequencies	Transmit Power (watts)
PCS	(Select Range) (Select Additional) List Additional Frequencies Here	(Select Range) (Select Additional) List Additional Frequencies Here	W
Cellular	(Select Range) (Select Additional) List Additional Frequencies Here	(Select Range) (Select Additional) List Additional Frequencies Here	W
Broadcasting			W
(Select Other)			W
Call Sign:		FCC License Expiration Date:	

**From:** [Holly Valdez](#)  
**To:** ["JANA.MCLELLAND@dish.com"](mailto:JANA.MCLELLAND@dish.com)  
**Cc:** ["Scott Richards"](#)  
**Subject:** DISH RG Towers Site List: Florida-AL-GA  
**Date:** Wednesday, April 10, 2019 5:18:00 PM  
**Attachments:** [Dish- RG Towers Full Site List 4-10-19.xls](#)

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Hi Jana,

Hope all is well with you!

I wanted to share our updated site list with you and let you know that I will be happy to provide any additional information that you may need if you find any one of these to be feasible for co-location.

Let me know if you have any questions

Thank you and have a great day!!

Holly Valdez

**RG Towers, LLC**

V.P. Leasing and Operations

2141 Alternate A1A South, Suite 440

Jupiter FL 33477

772-353-7401

From: Holly Valdez  
 To: "cc568w@att.com"  
 Cc: Scott Richards  
 Subject: RE: RG Towers Site List AT&T  
 Date: Tuesday, April 9, 2019 4:07:00 PM

Hi Connie,

I just wanted to share our most current site list in your market for your review.

We have two sites with AT&T in the leasing phase at this time and two others anticipated.

We are very close to having an approved lease template so that all future co-locations will move quickly and effortlessly!

Please let me know if any of the sites below are of interest and I would be happy to provide any additional information that may help in assessing the feasibility.

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long	Comments
7171 Arlington	JAX10	825 Bert Road	Jacksonville	FL	150' Monopine	139' and below	30.32835	81.58379	
Airport Technical Center	SFL22	13815 SW 139th Court	Miami	FL	100' Monopole	89' and below	25.63892	80.41884	
Bateman	FTM04	3260 Cargo St	Ft Myers	FL	160' Monopole	149' and below	26.61434	81.84452	Application expected- Smartlink
Betty T Rec	SFL18	3000 NW 199th Street	Miami Gardens	FL	120' Slimpole	109' and below	25.95501	80.25015	
Chaffee	JAX02	1350 Chaffee Road S	Jacksonville	FL	155' Monopine	131' and below	30.29620	81.85073	
Elks	TC08	731 S Fleming Street	Sebastian	FL	110' Stealth	110' and below	27.79221	80.48391	
Ft Pierce Orange Ave	TC11	2006 Orange Ave	Ft Pierce	FL	130' Unipole	106' and below	27.44766	80.34588	
Graham Swamp	ORD05	3750 Colbert Lane	Palm Coast	FL	160' Monopole	126' and below	29.52491	81.17199	FCL04258 Application rec'd and lease negotiation near finalization
Greenacres City Hall	SFL08	5800 Melaleuca Ln.	Greenacres	FL	150' Slimpole	135.5' and below	26.60440	80.13512	
Greenacres Fire Station	SFL21	2905 S Jog Road	Greenacres	FL	150' Slimpole	135.5' and below	26.63321	80.14697	
Halifax plantation	ORD07	Ribbon Pond, Old Dixie Highway	Ormond Beach	FL	150' monopole	150' and below	29.40111	81.15111	
IVBP	SFL06	501 Martin Ave	Greenacres	FL	150' Slimpole	135.5' and below	26.63053	80.12593	
Jupiter Farms	SFL07	13049 Indiantown Road	Jupiter	FL	150' Slimpole	129' and below	26.94417	80.23884	AT&T had expressed prior interest
Kenai	TC03	18071 SE Country Club Dr, Tequesta, FL 33469	Tequesta	FL	80' Monopine	69' and below	26.98544	80.12853	Candidate approval sought by Mastec DD shared
Kendall Pines	SFL17	12925 SW 134th Ct	Miami	FL	90' Monopole	79' and below	25.64703	80.41201	
Lantana	SFL03	500 Greynolds Circle	Lantana	FL	136' Monopole	123'-102' public safety at 102',35',30.5',25.5' and 15.5'	26.57632	80.05588	
Lykes 29	OKE01	6519 N State Road 29	Palmdale	FL	300' SST	289' and below public safety at 200'	26.84013	81.38941	
Lykes 721	OKE02	10772 Reservation Rd	Okeechobee	FL	250' SST	239' and below	27.12244	81.08361	
Merritt Island- Chandler	ORD06	2775 N Banana River Drive	Merritt Island	FL	150' Monopole	139' and below	28.40693	80.66368	
Myerlee CC	FTM11	1380 Myerlee Country Club Blvd.	Fort Myers	FL	149' Monopole	149' and below	26.53555	81.90377	
Oakleaf Church	JAX03	806 Oakleaf Plantation Parkway	Orange Park	FL	175'	138' and below	30.17025	81.85470	12874208

					Monopole				Application rec'd and lease has been almost finalized rec'd CDs and SA
Ozello	TAM04	14300 West Ozello Trail	Crystal River	FL	150' Flagpole	150' and below	28.83256	82.67148	
Piling Products	JAX06	941 Center Street	Green Cove Springs	FL	150' Monopole	137' and below	29.99299	81.68566	
Porter	JAX08	7751 Spaner Rd. CT01	Jacksonville	FL	140' Monopine	127' and below	30.18320	81.54295	
Rolling Oaks Park	SFL 19	18701 NW17th Court	Miami Gardens	FL	120' Simpole	109' and below	25.94406	80.22583	
Saxon	JAX09	3507 Pacetti Rd	St. Augustine	FL	180' Monopole	156' and below	29.94142	81.50009	
Shaffer	TAM02	5415 W Homosassa Trail	Lecanto	FL	150' Flagpole	138' and below	28.82886	82.52408	
Smith220	JAX07	1540 Arena Rd	Fleming Island	FL	150' Monopole	126' and below	30.10473	81.73863	
Sonic	TC04	2551 Jenkins Rd	Ft Pierce	FL	150' Monopole	139' and below	27.41879	80.38373	
St Lucie Trail	TC12	460 SW Utility Drive	Port St Lucie	FL	150' Monopole	139' and below	27.31210	80.38998	
We Care Food	TAM03	5259 W. Cardinal Street	Homosassa	FL	150' Flagpole	150' and below	28.76502	82.52056	
Westchester Club	SFL10	12945 El Clair Ranch Road	Boynton Beach	FL	150' Flagpole	126' and below	26.49211	80.13928	
Westchester Club East	SFL20	12440 S Jog Road	Boynton Beach	FL	150' Flagpole	138' and below	26.49793	80.13143	

Thank you and have a great day!!

Holly Valdez  
**RG Towers, LLC**  
 V.P. Leasing and Operations  
 2141 Alternate A1A South, Suite 440  
 Jupiter FL 33477  
 772-353-7401



From: Holly Valdez  
 To: "Russell, Z.Burnin@sprint.com"  
 Cc: Scott Richards  
 Subject: RE: RGT Towers Site List Sprint  
 Date: Tuesday, April 9, 2019 3:48:00 PM

Hi Russell,

I wanted to make sure that you had our most current site list when considering any future development.

The highlighted sites below have all had significant progress in planning for SPCS co-location and we are holding the applications of those sites until further direction.

If I can provide any additional information on any of these sites please let me know and I'd be happy to help!

I am looking forward to meeting you on Thursday!

#### South Florida

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long	SPCS SFL
Airport Technical Center	SFL22	13815 SW 139th Court	Miami	FL	100' Monopole	89' and below	25.63892	80.41884	
Betty T Rec	SFL18	3000 NW 199th Street	Miami Gardens	FL	120' Slimpole	109' and below	25.95501	80.25015	
Greenacres City Hall	SFL08	5800 Melaleuca Ln.	Greenacres	FL	150' Slimpole	135.5' and below	26.60440	80.13512	
Greenacres Fire Station	SFL21	2905 S Jog Road	Greenacres	FL	150' Slimpole	135.5' and below	26.63321	80.14697	
IVBP	SFL06	501 Martin Ave	Greenacres	FL	150' Slimpole	135.5' and below	26.63053	80.12593	
Jupiter Farms	SFL07	13049 Indiantown Road	Jupiter	FL	150' Slimpole	129' and below	26.94417	80.23884	Holding application rec'd MI90XC789
Kendall Pines	SFL17	12925 SW 134th Ct	Miami	FL	90' Monopole	79' and below	25.64703	80.41201	
Lantana	SFL03	500 Greynolds Circle	Lantana	FL	136' Monopole	123'-102' public safety at 102',35',30.5',25.5' and 15.5'	26.57632	80.05588	
Rolling Oaks Park	SFL19	18701 NW17th Court	Miami Gardens	FL	120' Slimpole	109' and below	25.94406	80.22583	
Westchester Club	SFL10	12945 El Clair Ranch Road	Boynton Beach	FL	150' Flagpole	126' and below	26.49211	80.13928	Holding application rec'd MI90XC973
Westchester Club East	SFL20	12440 S Jog Road	Boynton Beach	FL	150' Flagpole	138' and below	26.49793	80.13143	

#### Central Florida

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long
Bateman	FTM04	3260 Cargo St	Ft Myers	FL	160' Monopole	149' and below	26.61434	81.84452
Lykes 29	OKE01	6519 N State Road 29	Palmdale	FL	300' SST	289' and below public safety at 200'	26.84013	81.38941
Lykes 721	OKE02	10772 Reservation Rd	Okeechobee	FL	250' SST	239' and below	27.12244	81.08361
Myerlee CC	FTM11	1380 Myerlee Country Club Blvd.	Fort Myers	FL	149' Monopole	149' and below	26.53555	81.90377
Ozello	TAM04	14300 West Ozello Trail	Crystal River	FL	150' Flagpole	150' and below	28.83256	82.67148
Shaffer	TAM02	5415 W Homosassa Trail	Lecanto	FL	150' Flagpole	138' and below	28.82886	82.52408
We Care Food	TAM03	5259 W. Cardinal Street	Homosassa	FL	150' Flagpole	150' and below	28.76502	82.52056

#### North Florida

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long	SPCS North
7171 Arlington	JAX10	825 Bert Road	Jacksonville	FL	150' Monopine	139' and below	30.32835	81.58379	
Chaffee	JAX02	1350 Chaffee Road S	Jacksonville	FL	155' Monopine	131' and below	30.29620	81.85073	
Elks	TC08	731 S Fleming Street	Sebastian	FL	110' Stealth	110' and below	27.79221	80.48391	
Ft Pierce Orange Ave	TC11	2006 Orange Ave	Ft Pierce	FL	130' Unipole	106' and below	27.44766	80.34588	
Graham Swamp	ORD05	3750 Colbert Lane	Palm Coast	FL	160' Monopole	126' and below	29.52491	81.17199	

Halifax plantation	ORD07	Ribbon Pond, Old Dixie Highway	Ormond Beach	FL	150' Monopole	150' and below	29.40111	81.15111	
Kenai	TC03	18071 SE Country Club Dr, Tequesta, FL 33469	Tequesta	FL	80' Monopine	69' and below	26.98544	80.12853	prior interest expressed
Merritt Island-Chandler	ORD06	2775 N Banana River Drive	Merritt Island	FL	150' Monopole	139' and below	28.40693	80.66368	x
Oakleaf Church	JAX03	806 Oakleaf Plantation Parkway	Orange Park	FL	175' Monopole	138' and below	30.17025	81.85470	Holding application rec'd JA90XC820
Piling Products	JAX06	941 Center Street	Green Cove Springs	FL	150' Monopole	137' and below	29.99299	81.68566	
Porter	JAX08	7751 Spaner Rd. CT01	Jacksonville	FL	140' Monopine	127' and below	30.18320	81.54295	
Saxon	JAX09	3507 Pacetti Rd	St. Augustine	FL	180' Monopole	156' and below	29.94142	81.50009	
Smith220	JAX07	1540 Arena Rd	Fleming Island	FL	150' Monopole	126' and below	30.10473	81.73863	
Sonic	TC04	2551 Jenkins Rd	Ft Pierce	FL	150' Monopole	139' and below	27.41879	80.38373	Holding application rec'd AE rec'd MI90XCRRJ
St Lucie Trail	TC12	460 SW Utility Drive	Port St Lucie	FL	150' Monopole	139' and below	27.31210	80.38998	

Thank you and have a great day!!

Holly Valdez  
 RG Towers, LLC  
 V.P. Leasing and Operations  
 2141 Alternate A1A South, Suite 440  
 Jupiter FL 33477  
 772-353-7401

**From:** [Holly Valdez](#)  
**To:** ["Walls, Ashley N"; "Milana.Meshenberg@verizonwireless.com"](#)  
**Cc:** [Scott Richards](#)  
**Subject:** Verizon RGT Site List  
**Date:** Wednesday, April 10, 2019 5:35:00 PM

Hi Ashley and Milana,

It was nice to meet you, Ashley, up in Tampa. Let us know when you will be in Boca again and perhaps the four of us could grab a lunch as we'd love to meet Milana too!

Below you will see our current site list for your review. Please let me know if you need any information on any sites that may be a feasible match for Verizon.

We should be close to lease execution on two more sites in north Florida, as you know.

We had some conversations with site Acq on our Kenai site but have not heard anything recently. Let me know if you need any info on that one.

The highlighted sites below are next the stadium and may be of interest even though you are already at the stadium. These sites have just been completed

We look forward to getting together!

#### South Florida

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long
Airport Technical Center	SFL22	13815 SW 139th Court	Miami	FL	100' Monopole	89' and below	25.63892	80.41884
Betty T Rec	SFL18	3000 NW 199th Street	Miami Gardens	FL	120' Slimpole	109' and below	25.95501	80.25015
Elks	TC08	731 S Fleming Street	Sebastian	FL	110' Stealth	110' and below	27.79221	80.48391
Ft Pierce Orange Ave	TC11	2006 Orange Ave	Ft Pierce	FL	130' Unipole	106' and below	27.44766	80.34588
Greenacres City Hall	SFL08	5800 Melaleuca Ln.	Greenacres	FL	150' Slimpole	135.5' and below	26.60440	80.13512
Greenacres Fire Station	SFL21	2905 S Jog Road	Greenacres	FL	150' Slimpole	135.5' and below	26.63321	80.14697
Halifax plantation	ORD07	Ribbon Pond, Old Dixie Highway	Ormond Beach	FL	150' monopole	150' and below	29.40111	81.15111
IVBP	SFL06	501 Martin Ave	Greenacres	FL	150' Slimpole	135.5' and below	26.63053	80.12593
Kenai	TC03	18071 SE Country Club Dr, Tequesta, FL 33469	Tequesta	FL	80' Monopine	69' and below	26.98544	80.12853
Kendall Pines	SFL17	12925 SW 134th Ct	Miami	FL	90' Monopole	79' and below	25.64703	80.41201
Lantana	SFL03	500 Greynolds Circle	Lantana	FL	136' Monopole	123'-102' public safety at 102',35',30.5',25.5' and 15.5'	26.57632	80.05588
Rolling Oaks Park	SFL 19	18701 NW17th Court	Miami Gardens	FL	120' Slimpole	109' and below	25.94406	80.22583
Sonic	TC04	2551 Jenkins Rd	Ft Pierce	FL	150' Monopole	139' and below	27.41879	80.38373
St Lucie Trail	TC12	460 SW Utility Drive	Port St Lucie	FL	150' Monopole	139' and below	27.31210	80.38998
Westchester Club	SFL10	12945 El Clair Ranch Road	Boynton Beach	FL	150' Flagpole	126' and below	26.49211	80.13928
Westchester Club East	SFL20	12440 S Jog Road	Boynton Beach	FL	150' Flagpole	138' and below	26.49793	80.13143

#### North Florida

RGT SITE NAME	RGT SITE #	ADDRESS	City	State	TYPE	Rads available	Lat	Long
7171 Arlington	JAX10	825 Bert Road	Jacksonville	FL	150' Monopine	139' and below	30.32835	81.58379
Bateman	FTM04	3260 Cargo St	Ft Myers	FL	160' Monopole	149' and below	26.61434	81.84452

Myerlee CC	FTM11	1380 Myerlee Country Club Blvd.	Fort Myers	FL	149' Monopole	149' and below	26.53555	81.90377
Ozello	TAM04	14300 West Ozello Trail	Crystal River	FL	150' Flagpole	150' and below	28.83256	82.67148
Piling Products	JAX06	941 Center Street	Green Cove Springs	FL	150' Monopole	137' and below	29.99299	81.68566
Porter	JAX08	7751 Spaner Rd. CT01	Jacksonville	FL	140' Monopine	127' and below	30.18320	81.54295
Shaffer	TAM02	5415 W Homosassa Trail	Lecanto	FL	150' Flagpole	138' and below	28.82886	82.52408
We Care Food	TAM03	5259 W. Cardinal Street	Homosassa	FL	150' Flagpole	150' and below	28.76502	82.52056

Thank you and have a great day!!

Holly Valdez  
RG Towers, LLC  
V.P. Leasing and Operations  
2141 Alternate A1A South, Suite 440  
Jupiter FL 33477  
772-353-7401



## WIRELESS COMMUNICATION FACILITY LEASE

THIS WIRELESS COMMUNICATION FACILITY LEASE (hereinafter "**Lease**") is made the last day executed below by and between CGI ST LUCIE, LLC, a Florida Limited Liability Company, Tax ID Number 82-4578611 (hereinafter "**Lessor**"), having an office at 4225 S.W. Bimini Circle South, Palm City, FL 34990, and RG TOWERS, LLC, a Delaware Limited Liability Company, having an office at 2141 Alternate A1A South Suite 440 Jupiter, Florida 33477, Federal Tax ID Number 32-0365583 (hereinafter "**Lessee**").

**1. Leased Space, Use, Premises.** Lessor shall lease to Lessee approximately 2,000 square feet of space as depicted in **Exhibit A** attached hereto (the "**Leased Space**") within the property having the address of **460 S.W. UTILITY DRIVE, PORT SAINT LUCIE, FL 34986, and the Tax Account Numbers: 3325-423-0026-000/4 and 3323-650-0009-000/1**, with the legal description set forth in **Exhibit B** attached hereto (the "**Premises**") together with a non-exclusive easement over or under the Premises for reasonable access thereto for ingress and egress to the Leased Space and for appropriate, access to electric and telephone facilities. Lessee will use the Leased Space in a manner which will not unreasonably disturb the occupancy of Lessor, Lessor's managers, members, employees, agents, lessees or invitees. The parties shall mutually agree to the exact location and configuration of the Leased Space, which Leased Space shall subsequently be depicted in a survey ("**Survey**"), which location and configuration of the Leased Space shall fully comply with all zoning and other legal requirements. Upon acceptance of the location of the Leased Space set forth on the Survey, the original depiction in **Exhibit A** shall be deleted and the depiction of the Leased Space depicted and described on the Survey shall be substituted therefor. In the event of any discrepancy between the description of the Leased Space contained herein and the legal description and depiction set forth on the Survey, the Survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communication tower ("**Tower**"), prefabricated buildings, generators, fencing, antennas, cables, and related structures and improvements (collectively, the "**Structures**"), including the uses as permitted and described in Section 10 of this Lease and for purposes which are ancillary and appurtenant thereto with the Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed.

**2. Effective Date/Due Diligence Period.** This Lease shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Section 3 below ("**Due Diligence Period**"), Lessee shall only be permitted to enter the Premises for the limited purpose of making appropriate engineering and boundary surveys, inspections and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Lessee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Lessee determines, during the Due Diligence Period, that the Premises are not appropriate for Lessee's intended use or if for any other reason or no reason, Lessee decides not to commence Lessee's tenancy of the Premises, then Lessee shall have the right to terminate this Lease without penalty upon written notice to Lessor at any time during the Due Diligence Period. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Premises during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests and that Lessee shall not be considered an

Owner or operator of any portion of the Premises and shall have no ownership or control of any portion of the Premises (except as expressly provided in this Section 2), prior to the Term Commencement Date.

3. **Term.** If not terminated by Lessee during the Due Diligence Period, the term of Lessee's tenancy hereunder shall commence thirty (30) days following the issuance of a building permit or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the tenth anniversary of the Term Commencement Date ("**Term**"), unless otherwise terminated as provided in this Lease. Lessee shall have the right to extend the Term for six (6) successive five (5)-year periods ("**Renewal Terms**") on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each successive Renewal Term unless: (a) Lessee notifies Lessor of Lessee's intention not to renew this Lease prior to commencement of the succeeding Renewal Term; or (b) Lessor provides written notice to Lessee of Lessor's decision to terminate this Lease within six (6) months prior to the last day of any Renewal Term.

4. **Rent.**

5. **Title and Quiet Possession.** Lessor represents and covenants that: (a) Lessor owns the Leased Space in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien Holder  
Spechler Family Partnership, L.P.

Type of Lien  
Balloon Mortgage;

(b) there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or the use or occupancy of the Leased Space in accordance with the terms and conditions of the Lease; (c) Lessor has full right to make this Lease; and (d) upon execution of this Lease, Lessee will have quiet and peaceful possession of the Leased Space throughout the term.

6. **Subordination, Non-Disturbance and Attornment & Memorandum of Lease.**

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform Lessee's

duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or Lessee's rights diminished by the provisions of this Section. Lessee agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform Lessee's duties and obligations under this Lease.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and Lessee's affiliates (the "**Lenders**") a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the "**Personal Property**") as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that: (i) rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose; (ii) Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space; and (iii) Lenders otherwise comply with the terms of this Lease. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. To the extent required by the terms of this Lease, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee's leasehold interest in this Lease. In the event Lessor gives Lessee any notice of default or termination of this Lease (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders, but shall incur no liability due to Lessor's failure to give such notice and the failure to give such notice shall not limit Lessor's ability to exercise any remedies available to Lessor under this Lease. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this Section may not be modified, amended or terminated except in writing signed by the Lenders.

(c) Upon written request by Lessee, Lessor agrees to execute that Memorandum of Communication Facility Lease attached to this Lease as **Exhibit C** within five (5) business days after the later of the following to occur: (i) the Term Commencement Date; or (ii) Lessee's written request.

(d) Upon written request by Lessee, Lessor agrees to execute that Non-Disturbance Agreement attached to this Lease as **Exhibit D** within five (5) business days after the later of the following to occur: (i) the Term Commencement Date; or (ii) Lessee's written request.

**7. Governmental Approvals and Compliance.** From and after the Effective Date, Lessee will comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space. Lessee will not commit or suffer to be committed, any waste on the Leased Space or any nuisance. Lessee will obtain any necessary governmental licenses, permits, zoning approvals or

authorizations required for the construction and use of Lessee's Tower and Structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

8. **Assignment, Subletting.** Lessee may assign this Lease only after first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, which assignment shall be evidenced by a written assignment of this Lease provided to Lessor within ten (10) days after Lessee's receipt of Lessor's written consent. Upon assignment, Lessee shall be relieved of all future performance, liabilities and obligations under this Lease, provided that the assignee assumes all of Lessee's obligations herein. Lessee may also sublet or license the Premises or any portion thereof without Lessor's consent after providing written notice to Lessor. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

9. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party or manager, member, agent or attorney of the notifying party and will be effective upon delivery, if served personally, including but not limited to, delivery by messenger, overnight courier service or by overnight express mail, or three (3) days after posting, if sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Lessor:

DESHAZO, TALMADGE P  
4225 SW BIMINI CIRCLE SOUTH  
PALM CITY, FL 34990

With copy to:

RICHARD D. PERCIC  
JECK, HARRIS, RAYNOR & JONES, P.A.  
790 JUNO OCEAN WALK, SUITE 600  
JUNO BEACH, FL 33408-1121

To Lessee:

RG Towers, LLC  
Attn.: Scott Richards  
2141 Alternate A1A South  
Suite 440  
Jupiter, FL 33477  
Phone#: 561-748-0302  
Fax # -561-748-0303

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

10. **Lessee Improvements.** Lessee has the right, at Lessee's sole expense, to construct the Tower and Structures on the Leased Space as Lessee deems necessary, including any appurtenant improvements necessary for the construction and operation of the Tower and



Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Tower and Structures. All Lessee's improvements, including but not limited to the Tower and any Structures will remain the property of Lessee so long as at the termination or expiration of this Lease, Lessee removes such Tower and any Structures from the Premises without damage to the Premises. Otherwise, the Tower and any Structures shall become the property of Lessor. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to the Leased Space's original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

**11. Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service and other public utilities furnished to the Leased Space and used by Lessee throughout the Term and any Renewal Term of this Lease and all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Leased Space and all activities conducted thereon.

**12. Taxes.**

(a) Lessee will pay all personal property taxes assessed on, or any portion of the taxes attributable to, the Tower and any Structures located on the Leased Premises.

(b) Lessee will pay when due all Ad Valorem Taxes levied against Lessee's improvements, including the Tower and Structures and all other fees and assessments attributable to the Leased Space within thirty (30) days after receipt of Notice from Lessor. Lessor shall pay the Ad Valorem Taxes and Non-Ad Valorem Assessments on the Premises when due. However, Lessee will pay, as additional Rent, any increase in Ad Valorem Taxes and Non-Ad Valorem Assessments levied against the Leased Space which is directly attributable to Lessee's improvements on and use of the Leased Space within ten (10) days after Lessor provides evidence of the increase to Lessee.

**13. Maintenance.**

(a) Lessee shall maintain the Leased Space in good condition and state of repair.

(b) Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the remainder of the Premises, excluding the Leased Premises, in good condition and state of repair.

#### **14. Hold Harmless.**

(a) Lessee shall indemnify and hold Lessor harmless from any liability (including reimbursement of reasonable attorneys' fees and all costs) for: (i) damages to any person or any property in or upon the Leased Space or the Premises; or (ii) damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Tower and Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or gross negligence of Lessor or any of Lessor's managers, members, agents, servants, employees, tenants other than Lessee, or licensees.

(b) Notwithstanding any provisions herein to the contrary, the parties agree that: (i) all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the sole risk of Lessee; and (ii) Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms or other Acts of God; provided, however, Lessor will be responsible for and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the willful misconduct or gross negligence of Lessor or any of Lessor's managers, members, agents, servants, employees, tenants other than Lessee, or licensees.

(c) Neither Lessor nor Lessee will in any event be liable in damages for the other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages; and each party and anyone claiming by or through them, expressly waives all claims for such damages.

#### **15. Termination Rights.**

(a) Lessee may terminate this Lease, at Lessee's option, after giving Lessor not less than thirty (30)-days' prior written notice, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Tower or Structures on the Leased Space or any such issued permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennae or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that Lessee does not have adequate and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available and cannot be obtained; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains Hazardous Material; (viii) Lessee is unable to obtain Non-Disturbance Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease required to be performed by Lessor or if any representation or warranty contained herein is found to be untrue; or (xi) if Lessee determines, in Lessee's sole discretion, that the Leased Space is not economically suitable. Upon: (a) termination of this Lease; (b) Lessee's subsequent restoration of the Leased Space to the Leased Space's original condition

as provided in this Lease; and (c) Lessee's vacation of the Leased Space, Lessee shall be relieved of all further liability hereunder.

(b) Lessor may only terminate this Lease, at Lessor's option: (i) pursuant to the terms of Section 3; or (ii) in the event of a material default by Lessee or Lessee's failure to pay rent when due, which default or failure is not cured within fifteen (15) days after Lessee's receipt of written notice of failure to pay rent when due, or thirty (30) days after any material default.

(c) In the event that this Lease is terminated as set forth in the foregoing subsections, the terminating party may pursue all remedies available at law and in equity.

**16. Exclusivity.** During the Term or any Renewal Term, Lessor will not enter into a lease or license agreement of any portion of the Premises for a wireless communications Tower and Structures described in this Lease.

**17. Binding on Successors.** During the Term or any Renewal Term: (a) this Lease shall apply to and bind the successors and permitted assigns of the parties to this Lease; (b) this Lease shall run with the Premises; and (c) any purchaser of the Premises shall be subject to the terms and conditions of this Lease.

**18. Access to Leased Space/Premises.** During the Term or any Renewal Term, Lessee shall have the right of pedestrian and vehicular access over the Premises to and from the Leased Space and all utility installations servicing the Leased Space, twenty-four (24) hours per day, seven (7) days per week, for the installation and maintenance of utility wires, cables, conduits and pipes. This right of access over and under the Premises is specifically limited to access that does not: (a) cause permanent damage to the Premises; or (b) detrimentally affect the activities of Lessor or Lessor's managers, members, tenants other than Lessee, agents, employees or invitees in, on or about the Premises.

**19. Governing Law.** The parties agree that this Lease and the relationship of the parties shall be governed by the laws of the State of Florida.

**20. Disputes.** In the event of any dispute arising out of this Lease, the parties agree that, prior to the institution of any legal proceedings in any court, such dispute be first submitted to non-binding mediation in Saint Lucie County, Florida, utilizing the services of a Florida Supreme Court Certified Circuit Civil Mediator of the parties' mutual selection and at their shared expense as to the reasonable fees and costs of any such mediator. The initial mediation conference in such event shall occur within thirty (30) days after the date in which a party notifies the other party of such party's desire to mediate any matter or issue. The parties agree to participate in such mediation in good faith; however, in the event that resolution of such dispute is not reached within thirty (30) days after the initial mediation conference or the parties thereto do not otherwise agree to a continuance or an adjournment of such mediation proceedings, then either party to such dispute shall thereafter be free to seek appropriate legal or equitable remedies. In the event that legal proceedings are instituted to enforce or to interpret the terms of this Lease, THE PARTIES BOTH IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AS TO SUCH ISSUES. THIS JURY TRIAL WAIVER SHALL IN ALL RESPECTS SURVIVE THE TERMINATION

OF THIS LEASE. Nothing set forth in this Section shall prevent either party from seeking immediate injunctive relief in a court of competent jurisdiction.

**21. Prevailing Party in Litigation Entitled to Attorneys' Fees.** Should any litigation be commenced between the parties concerning any provision of this Lease, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such party's attorneys' fees and actual costs in such litigation which shall be awarded by the court in such litigation.

**22. Entire Lease.** All of the representations and obligations of the parties are set forth in this Lease; no modification, waiver or amendment of this Lease or of any of the conditions or provisions of this Lease will be binding upon a party, unless in writing signed by that party or a duly authorized manager or member of that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party or of any other provision or condition of the Lease.

**23. Hazardous Waste.**

(a) The term "**Hazardous Material(s)**" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of local, state or federal law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901, et seq. (42 U.S.C. '6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable local, state and federal environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge and belief: (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste; (ii) neither the Leased Space nor any part of the Leased Space is in breach of any Environmental Laws; (iii) there are no underground storage tanks located on or under the Leased Space; and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Lease (collectively, a "**Breach**") and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability or causes a significant effect on public health, Lessor will promptly take any and all



remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold Lessee harmless, including, but not limited to, Lessee's managers, members, successors and permitted assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred as a result of: (i) any Breach; or (ii) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the term of this Lease and which failed to comply with: (a) the Environmental Laws then in effect; or (b) any existing common law theory based on nuisance or strict liability. Lessor's liability is strictly limited to any pollution caused by Lessor or any of Lessor's Lessees (other than Lessee) upon the Premises.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part of the Premises is and to the best of Lessor's knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive termination of this Lease and be enforceable and will continue in full force and effect for the benefit of Lessee and Lessee's successors and permitted assigns and will survive the term of this Lease and any renewal periods thereof.

**24. Mechanic's Liens.** The interest of Lessor shall not be subject to liens for improvements made by Lessee to the Leased Premises or the Premises. Lessee shall notify each contractor making any improvements to any portion of the Premises of the terms of Section 24 of this Lease. The knowing or willful failure of Lessee to provide such notice to any contractor shall render the contract between Lessee and any such contractor voidable at the option of the contractor. Pursuant to Florida Statutes Section 713.10, a notice advising that leases for the rental of the Premises prohibit such liability shall be recorded in the Public Records of Saint Lucie County, Florida, before the recording of a Notice of Commencement for any improvements to any portion of the Premises. Such notice shall include the following: (a) Lessor's name; (b) the legal description of the Premises; (c) the specific language contained in this Section 24; and (d) a statement that the terms of Section 24 of the Lease expressly prohibit such liability.

**25. Headings.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

**26. Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

27. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be determined to be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which such section, subsection, term or provision was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

28. **Real Estate Broker or Agent.**

(a) Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any broker or agent in connection with the lease of the Leased Space or the transaction contemplated by this Lease. Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs of any such broker or agent, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

(b) Lessee represents and warrants that Lessee has not utilized the services of a real estate broker or agent regarding the Premises or this Lease and has not otherwise agreed to the payment of a broker's commission, finder's fee or other like compensation to any broker or agent in connection with the lease of the Leased Space or the transaction contemplated by this Lease. Lessee agrees to indemnify and hold Lessor harmless from and against any such claims or costs of an such broker or agent, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

29. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or Structures and estoppel certificates as described below) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained in this Lease in the manner contemplated by this Lease. If Lessor fails to provide requested documentation within thirty (30) days after Lessee's request or fails to provide any Non-Disturbance Agreement required by this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee. Lessor agrees that Lessor will from time to time, within ten (10) days after request by Lessee, execute and deliver an estoppel certificate or other similar statement, in a form that is reasonably acceptable to both Lessor and Lessee certifying that: (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as so modified); (b) stating the dates to which rent and other charges payable hereunder have been paid; (c) stating that Lessee is not in default hereunder (or if Lessor alleges a default, stating the nature of such alleged default); (d) acknowledging the rights of Lessee and Lessee's mortgagee, if any; and (e) including such other matters as Lessee or Lessee's mortgagee, if any, shall reasonably require.

30. **Right to Register or Record.** Lessee may request that Lessor execute that Memorandum of Wireless Communication Facility Lease attached hereto as Exhibit C. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased

Space, once complete, and to record in the Public Records of Saint Lucie County, Florida, such Memorandum of Wireless Communication Facility Lease.

**31. Interpretation.** Each party to this Lease and each party's counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

**32. Date of Lease.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee, whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

**33. Insurance.** Each party, at all times during the Term or any Renewal Term of this Lease, shall maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name the other as an additional insured party. On or before the Term Commencement Date, each party will give the other a certificate of insurance evidencing that such insurance is in effect. Such insurance shall be issued by an insurance company authorized to do business in the State of Florida and shall provide thirty (30)-days' prior written notice to the additional insured party of any cancellation of such policy. Each party shall deliver to the other a renewal certificate evidencing that such insurance is in effect within ten (10) business days after such party's request for such insurance. Post-termination, Lessee shall maintain Lessee's insurance policy required pursuant to this Section until such time as Lessee provides written notice that the Leased Space has been restored to Leased Space's original condition, as defined in this Lease

**34. Right of First Refusal.**

(a) The Premises is an integral part of and utilized as a maintenance facility for the golf course currently known as St. Lucie Golf Trail (the "**Golf Course**"). If Lessor receives a bona fide offer from a third party ("**Offer**") to sell, assign, convey, lease or otherwise transfer or create any interest in the Golf Course, including the Premises, Lessor shall not be required to provide written notice to Lessee for purposes of this Section 34 and Lessee shall have no right of first refusal so long as the Premises is to be assigned, conveyed, leased or otherwise transferred with the Golf Course.

(b) If at any time during the Initial Term or any Renewal Term of this Lease, Lessor receives an Offer to sell, assign, convey, lease or otherwise transfer or create any interest in the Premises or any portion of the Premises without inclusion of the Golf Course, which Lessor desires to accept, Lessor shall first give Lessee written notice, including a copy of the proposed contract for such Offer, prior to becoming obligated under such Offer. Such written notice shall



give Lessee the right to transfer or create any like interest in the Premises for the purchase price described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor notice and copy of the proposed contract to accept the Offer or exercise Lessee's right to transfer or create any like interest in the Premises or any portion of the Premises included in the Offer and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised Lessee's right of first refusal in writing to Lessor within such thirty (30)-day period, the Offer will be deemed rejected by Lessee. If, for any reason the sale to the third party does not close, Lessee's right of first refusal, as provided for in this Section, shall remain applicable to any subsequent Offer.

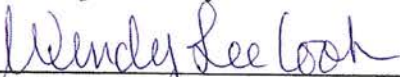
(c) Lessor shall not at any time during the Initial Term or Renewal Term of the Lease, grant any interest in any portion of the Leased Space to any third party without the prior written consent of Lessee.

**35. Executed Copies Transmitted Electronically.** Copies of this Lease executed on behalf of one (1) party or both parties transmitted by e-mail or facsimile in digital format shall be deemed an original or originals for all purposes whatsoever.

**36. Counterparts.** This Lease may be executed in counterparts. Upon execution of counterparts of this Lease on behalf of both parties, the counterparts shall be deemed one (1) Lease.

IN WITNESS WHEREOF, duly authorized managers or members of the parties have each executed this Lease on the day and year set forth below their respective signatures.

*Signed, sealed and delivered  
in the presence of:*



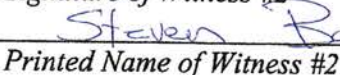
*Signature of Witness #1*



*Printed Name of Witness #1*



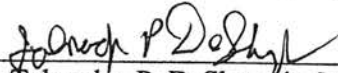
*Signature of Witness #2*



*Printed Name of Witness #2*

LESSOR: CGI ST. LUCIE, LLC, a  
Florida Limited Liability Company

By:



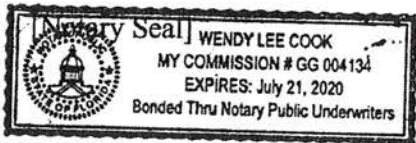
Talmadge P. DeShazo its Member

Address: 4225 SW Bimini Circle South  
Palm City, FL 34990



STATE OF FLORIDA  
COUNTY OF St Lucie

The foregoing Wireless Communication Facility Lease was acknowledged before me this 25 day of September, 2018, by Talmadge P. DeShazo, as a Member, of CGI ST. LUCIE, LLC., a Florida Limited Liability Company, on behalf of the company. Talmadge P. DeShazo is ☒ personally known to me or ☐ produced a driver's license as identification.



Wendy Lee Cook  
Notary Public - State of Florida  
Printed Name: Wendy Lee Cook  
My Commission Expires: 7/21/20

Signed, sealed and delivered  
in the presence of:

Lisa Richards  
Signature of Witness #1

Lisa Richards  
Printed Name of Witness #1

Holly Valdez  
Signature of Witness #2

Holly Valdez  
Printed Name of Witness #2

LESSEE: RG TOWERS, LLC, a Delaware  
Limited Liability Company

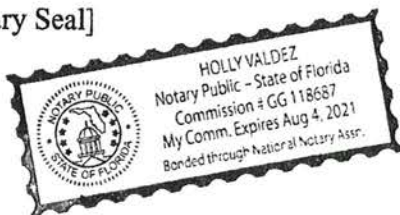
By: SR  
Scott Richards, CEO

Address: 2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477

STATE OF FL  
COUNTY OF St Lucie

The foregoing Wireless Communication Facility Lease was acknowledged before me this 25<sup>th</sup> day of September, 2018, by Scott Richards, as CEO, of RG TOWERS, LLC, a Delaware Limited Liability Company, on behalf of the company. Scott Richards is ☐ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]



Holly Valdez  
Notary Public  
Printed Name: Holly Valdez  
My Commission Expires: 8/4/21

**EXHIBIT B**

LEGAL DESCRIPTION OF THE PREMISES

**(Maintenance Parcel):**

**Parcel Identification Number:** 3325-423-0026-000/4

A portion of Section 25, Township 36 South, Range 39 East, Saint Lucie County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Tract "B", as shown on ST. LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, recorded in Plat Book 27, Pages 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida; thence North 74°24'50" East, along the South line of said Tract "B", a distance of 234.00 feet; thence South 15°35'10" East, a distance of 253.55 feet; thence South 70°25'35" West, a distance of 126.90 feet; thence North 22°05'10" West, a distance of 60.32 feet; thence North 66°35'22" West, a distance of 36.57 feet; thence South 68°24'38" West, a distance of 53.00 feet to the East line of Tract "B" as shown on ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, recorded in Plat Book 26, Pages 9 and Pages 9A through 9G, of the Public Records of Saint Lucie County, Florida; thence North 21°35'22" West, along said East line of said Tract "B", ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, a distance of 186.00 feet to the POINT OF BEGINNING.

**(Roadway adjacent to Maintenance Parcel):**

**Parcel Identification Number:** 3323-650-0009-000/1

Tract "B", ST LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, according to the Plat thereof, recorded in Plat Book 27, Page 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida.

## EXHIBIT C

Prepared by and return to:  
Scott Richards  
RG Towers, LLC  
2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477

Site Name: St. Lucie Trail

Leased Space I.D. TC12

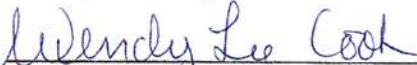
### Memorandum of Wireless Communication Facility Lease

This memorandum evidences that a lease was made and entered into by written "Wireless Communication Facility Lease" agreement dated 9/25/18, 2018, between CGI ST LUCIE, LLC, a Florida Limited Liability Company ("Lessor"), and RG TOWERS, LLC, a Delaware Limited Liability Company ("Lessee").

Such Lease provides in part that Lessor leases to Lessee a certain site ("Site") located within the City of Port Saint Lucie, County of Saint Lucie, State of Florida, within the real property of Lessor which is legally described in **Exhibit A** attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years, which term is subject to six (6) additional five (5) year extension periods by Lessee, subject to early termination by Lessor.

IN WITNESS WHEREOF, duly authorized managers or members of the parties have each executed this Memorandum of Wireless Communication Facility Lease on the day and year set forth below their respective signatures.

*Signed, sealed and delivered  
in the presence of:*



Signature of Witness #1

Wendy Lee Cook

Printed Name of Witness #1

  
Signature of Witness #2

Steven Barnum  
Printed Name of Witness #2

LESSOR: CGI ST. LUCIE, LLC, a  
Florida Limited Liability Company

By:   
Talmadge P. DeShazo its Member

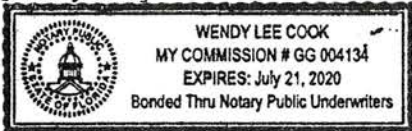
Address: 4225 SW Bimini Circle South  
Palm City, FL 34990



STATE OF FLORIDA  
COUNTY OF St Lucie

The foregoing Memorandum of Wireless Communication Facility Lease was acknowledged before me this 25 day of September, 2018, by Talmadge P. DeShazo, as a Member, of CGI ST. LUCIE, LLC., a Florida Limited Liability Company, on behalf of the company. Talmadge P. DeShazo is ☒ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]



Wendy Lee Cook  
Notary Public - State of Florida  
Printed Name: Wendy Lee Cook  
My Commission Expires: 7/21/20

Signed, sealed and delivered  
in the presence of:

Lisa Richards

Signature of Witness #1

Lisa Richards

Printed Name of Witness #1

Holly Valdez

Signature of Witness #2

Holly Valdez

Printed Name of Witness #2

STATE OF FL  
COUNTY OF St Lucie

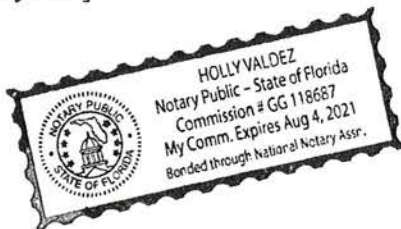
LESSEE: RG TOWERS, LLC, a Delaware  
Limited Liability Company

By: S Richards  
Scott Richards, CEO

Address: 2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477

The foregoing Memorandum of Wireless Communication Facility Lease was acknowledged before me this 25th day of September, 2018, by Scott Richards, as CEO, of RG TOWERS, LLC, a Delaware Limited Liability Company, on behalf of the company. Scott Richards is ☒ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]



Holly Valdez  
Notary Public  
Printed Name: Holly Valdez  
My Commission Expires: 8/4/21



## EXHIBIT A

### **Legal Description of Parent Tract:**

#### **(Maintenance Parcel):**

**Parcel Identification Number:** 3325-423-0026-000/4

A portion of Section 25, Township 36 South, Range 39 East, Saint Lucie County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Tract "B", as shown on ST. LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, recorded in Plat Book 27, Pages 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida; thence North 74°24'50" East, along the South line of said Tract "B", a distance of 234.00 feet; thence South 15°35'10" East, a distance of 253.55 feet; thence South 70°25'35" West, a distance of 126.90 feet; thence North 22°05'10" West, a distance of 60.32 feet; thence North 66°35'22" West, a distance of 36.57 feet; thence South 68°24'38" West, a distance of 53.00 feet to the East line of Tract "B" as shown on ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, recorded in Plat Book 26, Pages 9 and Pages 9A through 9G, of the Public Records of Saint Lucie County, Florida; thence North 21°35'22" West, along said East line of said Tract "B", ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, a distance of 186.00 feet to the POINT OF BEGINNING.

#### **(Roadway adjacent to Maintenance Parcel):**

**Parcel Identification Number:** 3323-650-0009-000/1

Tract "B", ST LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, according to the Plat thereof, recorded in Plat Book 27, Page 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida.

### **Legal Description of RG Towers, LLC Lease Parcel:**

To be provided at later date

any extension thereof set forth in the Lease and Lessee shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease.

2. Subordination of Lease. Conditioned upon and subject to the non-disturbance provisions in Paragraph 1, Mortgagor/Lessor and Lessee do hereby completely and unconditionally subordinate all rights and obligations established by the Lease and all amendments to the Lease, to the liens of the Mortgage and the Assignment and all terms and provisions of the Mortgage and the Assignment.

3. Attornment by Lessee. In the event of foreclosure of the Mortgage or deed-in-lieu of foreclosure, Mortgagee or any assignee of Mortgagee obtains title to the Property, Lessee agrees to attorn to such Mortgagee or assignee of Mortgagee, as successor Lessor under the Lease.

4. Binding Effect. In the event of attornment by Lessee, Mortgagee shall have the same remedies by entry, action or otherwise as the Mortgagor/Lessor would have had in the event of a default by Lessee in the payment of rent or in the performance of any term, covenant, condition or agreement contained in the Lease. Likewise, in the event that the Mortgagee breaches any term, covenant, condition or agreement of the Lease, Lessee shall have the same remedies against Mortgagee as Lessee would have had against Mortgagor/Lessor. Notwithstanding the foregoing, Lessee agrees that Mortgagee shall not be:

(a) Liable for any act or omission of any prior Lessor (including Mortgagor/Lessor), except that Mortgagee shall be bound by any right of Lessee expressly set forth in the Lease to any offset, deduction or abatement against Lessee's payment of rent or other sums under the Lease arising from Lessor's breach or default under the Lease, if Lessee provides written notice of said breach to Mortgagee at the time the breach occurs; or

(b) Bound by any rent which Lessee might have paid to any prior Lessor (including Mortgagor/Lessor) without Mortgagee's knowledge for more than thirty (30) days before the date such rent was first due and payable under the Lease, except to the extent the Lease expressly requires such prepayment; or

(c) Bound by any amendment or modification of the Lease made without the knowledge of Mortgagee, except for amendments or modifications made in connection with the exercise of rights, options or elections expressly set forth in the Lease.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed on behalf of Mortgagor/Lessor, Mortgagee and Lessee.

7. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one (1) and the same Agreement.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**(SIGNATURES APPEAR ON NEXT PAGE)**

IN WITNESS WHEREOF, duly authorized managers or members of the parties have each executed this Lease on the day and year set forth below their respective signatures.

Signed, sealed and delivered  
in the presence of:

Wendy Lee Cook

Signature of Witness #1

Wendy Lee Cook

Printed Name of Witness #1

Steven Berry

Signature of Witness #2

Printed Name of Witness #2

MORTGAGOR/LESSOR: CGI ST. LUCIE,  
LLC, a Florida Limited Liability Company

By:

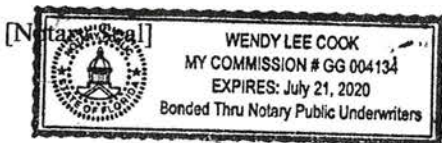
Talmadge P. DeShazo its Member

Address: 4225 SW Bimini Circle South  
Palm City, FL 34990

STATE OF FLORIDA

COUNTY OF St Lucie

The foregoing Non-Disturbance Agreement was acknowledged before me this 25 day of September, 2018, by Talmadge P. DeShazo, as a Member, of CGI ST. LUCIE, LLC., a Florida Limited Liability Company, on behalf of the company. Talmadge P. DeShazo is ☐ personally known to me or ☒ produced a driver's license as identification.



Wendy Lee Cook  
Notary Public - State of Florida  
Printed Name: Wendy Lee Cook  
My Commission Expires: 7/21/20

Signed, sealed and delivered  
in the presence of:

Signature of Witness #1

Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

MORTGAGEE: SPECHLER FAMILY  
PARTNERSHIP, L.P., a \_\_\_\_\_ limited  
partnership

By:

Printed Name:

Title:

Address: 2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477

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

The foregoing Non-Disturbance Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of SPECHLER FAMILY PARTNERSHIP, L.P., a \_\_\_\_\_ limited partnership, on behalf of the partnership. \_\_\_\_\_ is ☐ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*Signed, sealed and delivered  
in the presence of:*

Lisa Richards  
Signature of Witness #1

Lisa Richards  
Printed Name of Witness #1

Holly Valdez  
Signature of Witness #2

Holly Valdez  
Printed Name of Witness #2

LESSEE: RG TOWERS, LLC, a Delaware  
Limited Liability Company

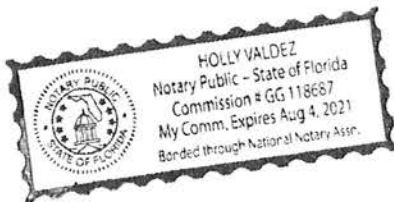
By: Scott Richards  
Scott Richards, CEO

Address: 2141 Alternate A1A South  
Suite 440  
Jupiter, Florida 33477

STATE OF FL  
COUNTY OF St Lucie

The foregoing Wireless Communication Facility Lease was acknowledged before me this 25<sup>th</sup> day of September, 2018, by Scott Richards, as CEO, of RG TOWERS, LLC, a Delaware Limited Liability Company, on behalf of the company. Scott Richards is ☒ personally known to me or ☐ produced a driver's license as identification.

[Notary Seal]



Holly Valdez  
Notary Public  
Printed Name: Holly Valdez  
My Commission Expires: 8/4/21



Non-Disturbance Agreement

EXHIBIT A

Legal Description of Parent Tract:

**(Maintenance Parcel):**

**Parcel Identification Number:** 3325-423-0026-000/4

A portion of Section 25, Township 36 South, Range 39 East, Saint Lucie County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Tract "B", as shown on ST. LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, recorded in Plat Book 27, Pages 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida; thence North 74°24'50" East, along the South line of said Tract "B", a distance of 234.00 feet; thence South 15°35'10" East, a distance of 253.55 feet; thence South 70°25'35" West, a distance of 126.90 feet; thence North 22°05'10" West, a distance of 60.32 feet; thence North 66°35'22" West, a distance of 36.57 feet; thence South 68°24'38" West, a distance of 53.00 feet to the East line of Tract "B" as shown on ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, recorded in Plat Book 26, Pages 9 and Pages 9A through 9G, of the Public Records of Saint Lucie County, Florida; thence North 21°35'22" West, along said East line of said Tract "B", ST. LUCIE WEST PLAT NUMBER 2, COUNTRY CLUB ESTATES, PARCEL 8 – PHASE 1, a distance of 186.00 feet to the POINT OF BEGINNING.

**(Roadway adjacent to Maintenance Parcel):**

**Parcel Identification Number:** 3323-650-0009-000/1

Tract "B", ST LUCIE WEST PLAT NO. 15, COMMERCIAL SITES – PHASE ONE, according to the Plat thereof, recorded in Plat Book 27, Page 22 and Pages 22A through 22F, of the Public Records of Saint Lucie County, Florida.



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2019-ASO-4586-OE

Issued Date: 04/04/2019

Scott Richards  
RG Towers, LLC  
2141 Alternate A1A, South  
Suite 440  
Jupiter, FL 33477

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole St. Lucie Trails
Location:	Port St. Lucie, FL
Latitude:	27-18-43.50N NAD 83
Longitude:	80-23-23.90W
Heights:	23 feet site elevation (SE)
	150 feet above ground level (AGL)
	173 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)  
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 10/04/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6462, or [mike.blaich@faa.gov](mailto:mike.blaich@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-4586-OE.

**Signature Control No: 396505187-401644738**

( DNE )

Michael Blaich  
Supervisor

Attachment(s)  
Frequency Data  
Map(s)

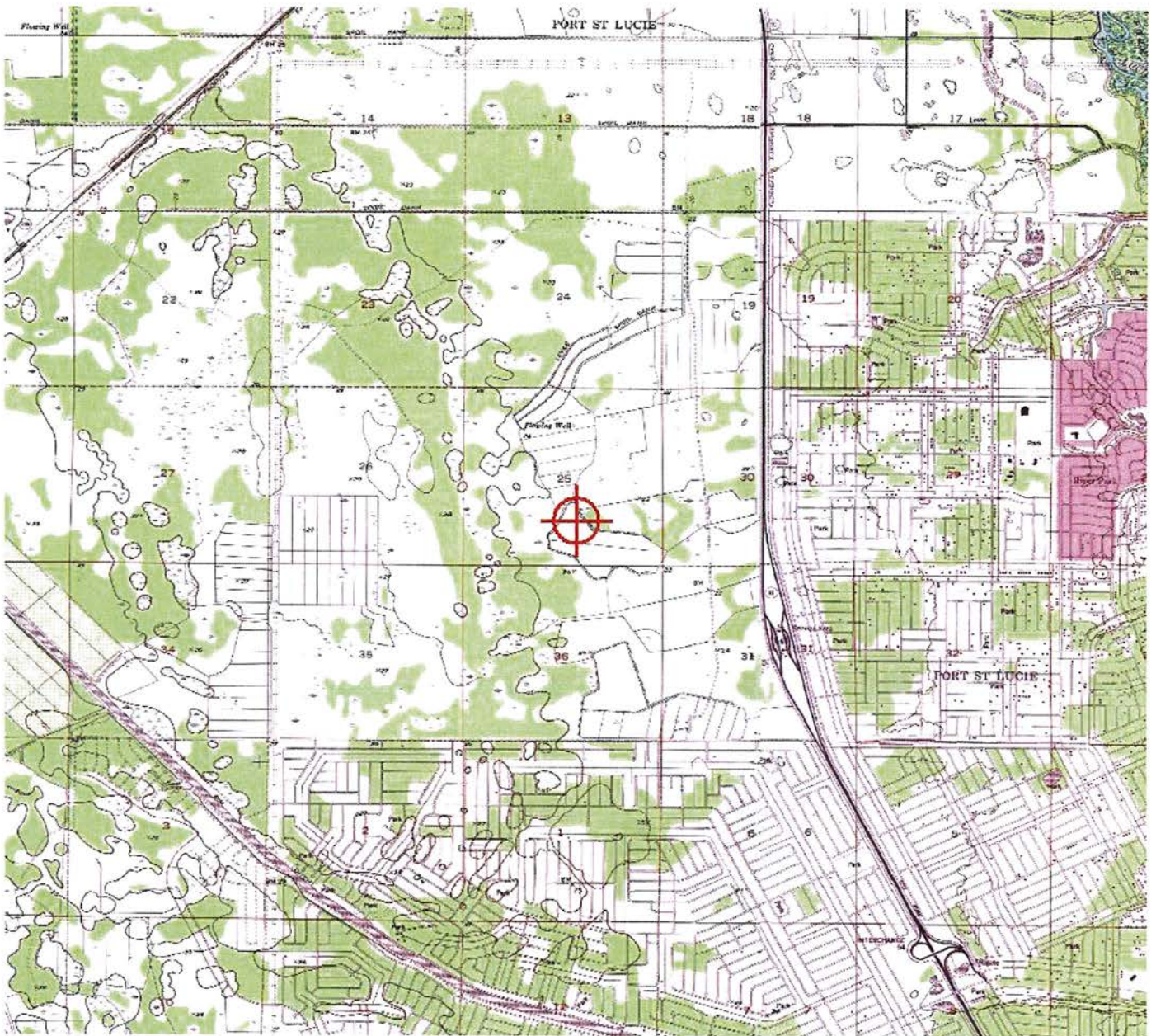
cc: FCC

# Frequency Data for ASN 2019-ASO-4586-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



TOPO Map for ASN 2019-ASO-4586-OE





RG Towers, LLC  
2141 Alternate A1A South, Suite 440  
Jupiter, FL 33477

PROJECT INFORMATION: 3

ST. LUCIE TRAILS  
460 SW UTILITY DRIVE  
PORT ST. LUCIE, FL 34986  
ST. LUCIE COUNTY

CURRENT ISSUE DATE: 

MARCH 2019

ISSUED FOR: =

CONSTRUCTION DRAWINGS

REV. DATE: DESCRIPTION:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1935

MARCH 1, 2019

PLANS PREPARED BY: E

**Kimley»»Horn**  
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
1920 MEKIVA WAY, SUITE 200  
WEST PALM BEACH, FLORIDA 33411  
(561) 845-0865  
FIRM CLAS000696

PROVINCE: 3

DRAWN BY: CHK: APV:

MM	LF	MM
60		

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MARIA VICTORIA MARTIN  
PE 72397

DUELSA N. MARAH  
PE 64300

SHEET TITLE: 2

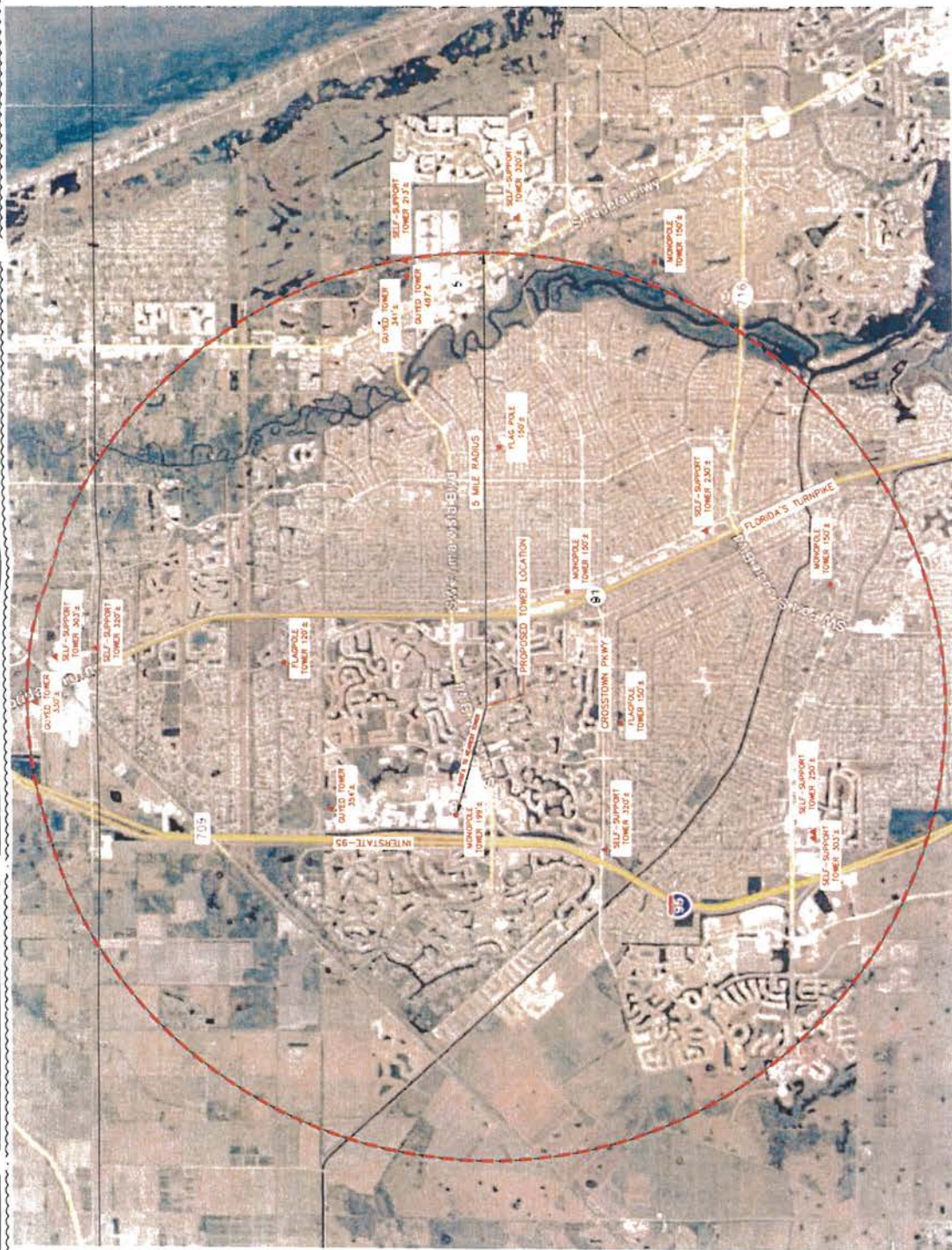
TOWER LOCATION  
PLAN

SHEET NUMBER: \_\_\_\_\_ REVISION: \_\_\_\_\_

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KHA Job #: \_\_\_\_\_

144042051



### TOWER LOCATION PLAN

P19-030

SCALE AS SHOWN

1. The first step in the process of identifying a problem is to determine the nature of the problem. This involves gathering information about the problem and its context. The next step is to identify the causes of the problem. This involves analyzing the information gathered in the first step and identifying the factors that are contributing to the problem. The third step is to develop a plan to address the problem. This involves identifying the goals of the plan and the steps that need to be taken to achieve those goals. The fourth step is to implement the plan. This involves putting the plan into action and monitoring its progress. The final step is to evaluate the results of the plan. This involves assessing the effectiveness of the plan and making any necessary adjustments.

Page 1 of 1