



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MAY 14, 2020
7:30 PM

Susan Bickel
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Darryl C. Aubrey
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

In accordance with Executive Order No. 20-91 issued by Governor Ron DeSantis on April 1, 2020, all senior citizens and individuals with a significant underlying medical condition are ordered to stay at home and limit the risk of exposure to COVID-19. The Order further indicates that all persons in Florida shall limit their personal interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Similarly, the Centers for Disease Control and Prevention guidance advises that all individuals adopt far-reaching social distancing measures, including avoiding gatherings of more than 10 people. Therefore, in accordance with Executive Order No. 20-69 issued by the Governor on March 20, 2020, the Village of North Palm Beach shall be conducting this meeting utilizing communications media technology. The members of the Village Council will not be physically present in the Council Chambers and shall be participating virtually. Members of the public may participate in the meeting via internet access or by telephone as set forth below.

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/83248529352?pwd=blpTTjhEOWZGUDhOb1lFVnpJSgkXdz09>

Meeting ID: 832 4852 9352

Password: 031234

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 832 4852 9352

Password: 031234

Public Comments: Public comments can be submitted by filling out the public comment form that can be accessed by clicking the following link [Public Comment Card](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

[Instructions for attending Village Council Meeting by computer](#)

AGENDA

ROLL CALL

INVOCATION - VICE MAYOR

PLEDGE OF ALLEGIANCE - MAYOR

AWARDS AND RECOGNITION

- [1.](#) Proclamation - National Public Works Week

APPROVAL OF MINUTES

- [2.](#) Minutes of the Emergency Special Session held 3/23/20
- [3.](#) Minutes of the Regular Session held 4/23/20

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- [4.](#) **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2020-01 - GENERAL FUND BUDGET AMENDMENT** Amending the Adopted General Fund Budget for Fiscal Year 2020 to classify the total amount financed for Village vehicles as Capital Outlay.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 5. RESOLUTION** – Approving a Fifth Amendment to the Communications Site Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for a telecommunications tower adjacent to the Community Center; and authorizing execution of the Amendment and Amended Memorandum of Agreement.
- 6. RESOLUTION** – Approving a proposal from Engenuity Group, Inc. for engineering, bidding and construction phase services for the West Alleyway Pavement Rehabilitation Project at a total cost of \$45,725; and authorizing the Village Manager to execute all documents necessary to effectuate the services.
- 7.** Receive for file Minutes of the Environmental Committee meeting held 3/2/20.

OTHER VILLAGE BUSINESS MATTERS

- 8. MOTION** – Authorizing partial Release of Retainage in the amount of \$229,167 to the Weitz Company for the North Palm Beach Country Club Project.
- 9. RESOLUTION – THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**
Approving a Third Amendment to the Communications Site Lease Agreement with STC Five LLC, successor in interest to Sprint Spectrum, L.P.; and authorizing execution of the Amendment and related Memorandum of Agreement.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

PROCLAMATION

VILLAGE OF NORTH PALM BEACH

OFFICE OF THE MAYOR

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of North Palm Beach; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Village of North Palm Beach, Florida to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works programs in their respective communities; and

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association; and

NOW, THEREFORE, I, Susan Bickel, by virtue of the authority vested in me as Mayor of the Village of North Palm Beach, do hereby proclaim the week of May 17 through May 23, 2020 as

NATIONAL PUBLIC WORKS WEEK

in the Village of North Palm Beach, Florida. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of North Palm Beach to be affixed this 14th day of May, 2020.

Susan Bickel, Mayor

**DRAFT MINUTES OF THE SPECIAL EMERGENCY SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MARCH 23, 2020**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Mark Mullinix, Vice Mayor
David B. Norris President Pro Tem
Susan Bickel, Councilmember
Deborah Searcy, Councilmember
Len Rubin, Village Attorney
Andrew D. Lukasik, Village Manager
Jessica Green, MMC, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 2:30 p.m. All members of Council were present. All members of staff were present.

Mr. Lukasik gave an update on the COVID-19 response and the emergency preparation measures undertaken by Village employees.

Discussion ensued between Council, Mr. Lukasik and staff regarding what Village facilities and types of businesses would be closed and what Village facilities and types of businesses would remain open in accordance with the Governor's orders.

Mr. Lukasik gave an update on the implementation and timing of the Employee Administrative Leave Bank.

Information Technology Director Michael Applegate discussed the options that were available for having the Council meeting online and by teleconference. The public would have the option to go online to watch and listen to the meeting or to call in by telephone.

Discussion ensued between Mr. Lukasik, Mr. Rubin and Council on whether to have the next Regular Council Meeting scheduled for March 26, 2020.

The Council came to consensus to have the next Regular Council Meeting scheduled for March 26, 2020 and to conduct the meeting by electronic communication utilizing available online and telephonic methods.

Mr. Lukasik discussed the closing of Village facilities and stated that staff was researching companies that offer deep cleaning services to sterilize Village facilities while they are closed to the public. Mr. Lukasik stated that staff was waiting on cleaning and protective supplies from the Emergency Operations Center. In the meantime, staff was purchasing supplies wherever they could be found.

Discussion ensued between Council, Police Chief Richard Jenkins and Fire Chief J.D. Armstrong regarding what safety protocols the Police Department and Fire Department have been putting in place during the COVID-19 pandemic.

Mr. Lukasik gave an update on what activities have been closed and what activities are still functioning at the Country Club.

Discussion ensued between Council, Mr. Lukasik and Country Club General Manager Beth Davis regarding the Country Club operations and functions during the COVID-19 pandemic.

Mr. Lukasik discussed potential economic impacts due to the pandemic and potential strategies for mitigating the impacts to the Village and its employees.

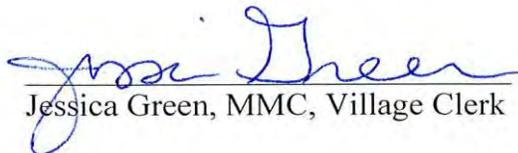
Councilmember Searcy asked what safety protocols were in place to protect the Village's sanitation workers.

Public Works Director Steven Hallock gave an update on the safety protocols that the Sanitation Department was utilizing to protect its sanitation workers.

Councilmember Bickel recommended that Council present a unified, reassuring and supportive response to residents in the midst of the COVID-19 pandemic.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 3:37 p.m.


Jessica Green, MMC, Village Clerk

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
APRIL 23, 2020

Present:

Susan Bickel., Mayor
Mark Mullinix, Vice Mayor
David B. Norris, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Deborah Searcy, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

INTRODUCTION

Mr. Lukasik gave introductory comments and explained that the meeting would be conducted electronically by internet access or telephone.

ROLL CALL

Mayor Bickel called the meeting to order at 7:40 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bickel gave the invocation and President Pro Tem Norris led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held April 9, 2020 were approved as written.

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Mayor Bickel read into the record a public comment received from Ryan Muller, 720 Cinnamon Road. In his comment, Mr. Muller asked why the boat ramps in the Village continue to be shut down and if there was a tentative date of when they would be re-opened.

Mr. Lukasik explained and gave an update regarding the COVID-19 response and Palm Beach County's Emergency Management Orders that closed and restricted facilities, parks, boat ramps and recreational activities. Mr. Lukasik explained that the restrictions were beginning to lift in phases and that the Village was continuing to follow the County's guidelines and requirements.

Mr. Lukasik gave an update on the Village's response to the COVID-19 pandemic. Mr. Lukasik stated that there was a 10% increase in the volume of trash picked up by the Sanitation Department. Crime has decreased by 4% and the Police Department was mostly responding to calls by phone versus in person. Fire Rescue's total call volume has decreased by 41% compared to the same time period last year.

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS *continued*

Councilmember Searcy asked why the Fire Rescue Department's calls have decreased.

Mr. Lukasik explained that medical and automobile accident calls have dropped dramatically and stated that it was his hypothesis that the decrease may be due to less people getting ready and on the road to go into work.

Mr. Lukasik gave an update on Village activities that may be cancelled and stated that the Village was operating as normal as possible with some employees working in the office and some employees working remotely from home. Two thirds of part-time employees were still active and approximately half have been furloughed.

Councilmember Searcy asked if the summer camp would be cancelled for the entire summer.

Mr. Lukasik stated that they would have to wait and see how the phases of re-opening the county progressed and would make a decision on when to open up the summer camp based on those phases and progressions.

CONSENT AGENDA

Vice Mayor Mullinix moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion which passed unanimously. The following items were approved:

Receive for file Minutes of the Infrastructure Surtax Oversight Committee meeting held 1/14/20.

Receive for file Minutes of the General Employees Pension Board meeting held 2/11/20.

Receive for file Minutes of the Library Advisory Board meeting held 2/25/20.

Receive for file Minutes of the Recreation Advisory Board meeting held 3/10/20.

Receive for file Minutes of the Audit Committee meeting held 3/11/20.

RESOLUTION 2020-33 – FIREWORKS DISPLAYS

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Searcy to adopt Resolution 2020-33 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL OF STARFIRE CORPORATION TO PROVIDE JULY 4TH FIREWORKS DISPLAYS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting Recreation Director Stephen Poh discussed and explained that one proposal was received from Starfire Corporation and that the contract was a three year contract for years 2020 through 2022 at a cost of \$25,000 per year.

Mr. Rubin stated that the contract allows for cancellation and in the event of cancellation, the contract would be extended by one year.

Mayor Bickel asked if the 4th of July event could be changed and rescheduled to another day if it needed to be cancelled.

RESOLUTION 2020-33 – FIREWORKS DISPLAYS *continued*

Mr. Poh stated that he spoke with Starfire Corporation and they stated that they would reschedule the 4th of July event to another date as long as they were notified in sufficient time.

Mr. Rubin stated that language regarding rescheduling of event dates should be included in the contract.

Thereafter, the motion to adopt Resolution 2020-33 and amending the contract to add additional language to provide for alternate event dates in the year 2020, passed unanimously.

RESOLUTION 2020-34 – AMENDMENT TO GOLF COURSE MAINTENANCE CONTRACT

A motion was made by President Pro Tem Norris and seconded by Councilmember Aubrey to adopt Resolution 2020-34 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE GOLF COURSE MAINTENANCE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. TO INCLUDE BUNKER REPAIR AND POND REMEDIATION WORK, PROVIDE FOR A PAYMENT SCHEDULE FOR THE ADDITIONAL WORK AND EXTEND THE CONTRACT TERM BY ONE YEAR; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained that the grass that was installed on the golf course has done very well and the majority of the golf course looked very good, but the type of grass that was installed does not do well on steep slopes and as a result, the bunkers were in need of repair. Mr. Bowman presented and explained photos of the golf course bunkers that needed repair and photos of what the bunkers should look like.

Mayor Bickel read into the record a public comment received from Jeff Egizio, 1036 Country Club Drive. In his comment, Mr. Egizio discussed the issues with the golf course bunkers and recommended that Council allocate funds to fix the golf course bunkers and lake edges.

President Pro Tem Norris agreed that the golf course was looking great and also agreed that the bunkers needed repair.

Vice Mayor Mullinix stated that the golf course bunkers required repair immediately.

Councilmember Aubrey asked Mr. Bowman about the issues with the edges of the lakes on the golf course.

Mr. Bowman explained that the proposal would take care of the pond with the most pressing need on the golf course which was the pond between the 9th and 18th hole. All of the other ponds would be addressed over time in the future and would hopefully be repaired by Village staff.

Thereafter, the motion to adopt Resolution 2020-34 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS

Councilmember Searcy thanked staff for all of their hard work over the past month.

Councilmember Searcy commended Chief Richard Jenkins for his hard work on the State of Florida Opioid Task Force and stated that Chief Jenkins was the only member of the task force that was asked to return for phase two.

Councilmember Searcy commended staff for being a part of all of the committees that are involved with the re-opening of Palm Beach County.

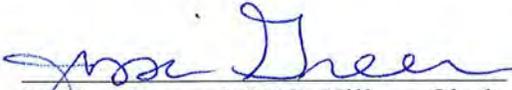
Mr. Lukasik thanked former Palm Beach County Commissioner Karen Marcus for having a part in getting staff involved with the committees that are a part of the re-opening of Palm Beach County.

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

Mr. Tom Magill commented on the Audit Committee Annual Report and stated that he was glad to report that there was a 12% increase in unallocated funds. On behalf of the Audit Committee, Mr. Magill commended Finance Director Samia Janjua and her staff for their hard work.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:13 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
 THRU: Andrew D. Lukasik, Village Manager
 FROM: Samia Janjua, Finance Director
 DATE: May 14, 2020
 SUBJECT: **ORDINANCE – 2nd Reading – General Fund Budget Amendment for FY 2020 Capital Leases**

During the Fiscal Year 2020 budget process, Village Staff evaluated the option of leasing its vehicles versus directly purchasing them. Village Council has approved the following capital lease programs:

Description	Lease Term	Annual Payment	Total Payments ①	Total Financed ②
Village-wide Vehicle Lease	5 Years	\$60,505	\$302,523	\$282,068
Ambulance Lease	7 years	\$49,055	\$358,385	\$327,203
Total		\$109,560	\$660,908	\$609,271

① Principal + Interest + Balloon payment; ② Principal + Balloon payment

The annual debt service for these capital leases is budgeted in the General Fund; however, the Village’s Auditor has advised that the total amount financed for capital leases should be shown in the Fiscal Year 2020 budget as “other financing sources/uses” and capital outlay for financial reporting purposes. (Note: this requirement is for the first year of the lease only):

GASB

“When a capital lease represents the acquisition or construction of a general capital asset, the acquisition or construction of that asset should be reflected as an expenditure and other financing source, consistent with the accounting and financial reporting for general obligation bonded debt.”

There won’t be a net income effect in 2020 but, because it increases the total FY 2020 General Fund Budget, a budget amendment ordinance is required:

Budget Amendment:

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$609,271
General Fund	A5540-66000	Capital Lease	\$609,271	
Total			\$609,271	\$609,271

At its April 9th Regular Session, Council approved the Budget Amendment Ordinance # 2020-01 on 1st Reading without modification.

The attached Ordinance has been prepared/reviewed for legal sufficiency by your Village Attorney.

Recommendation:

The Administration recommends Council consideration and approval on second reading of the attached Ordinance authorizing the Mayor and Village Clerk to execute the required budget amendment for the Capital Leases in accordance with Village policies and procedures.

1 **ORDINANCE NO. 2020-_____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND
5 BUDGET FOR FISCAL YEAR 2020 TO CLASSIFY THE TOTAL AMOUNT
6 FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY; PROVIDING
7 FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
8 AN EFFECTIVE DATE.
9

10 WHEREAS, during Fiscal Year 2020, the Village Council approved two capital lease programs, one
11 Village-wide and the other for a fire rescue vehicle (ambulance); and
12

13 WHEREAS, while the Village has budgeted the annual debt services for these leases in the General
14 Fund, the Village Auditor has advised the Village that the total amount financed for capital leases
15 should be shown in the Fiscal Year 2020 budget as “other financing uses/sources” and capital outlay
16 for financial reporting purposes; and
17

18 WHEREAS, notwithstanding the lack of any net income effect, because this amendment increases
19 the total amount of the budget, this transfer must be accomplished by ordinance as required by Section
20 166.241, Florida Statutes; and
21

22 WHEREAS, the Village Council determines that the adoption of this budget amendment is in the best
23 interests of the residents and citizens of the Village of North Palm Beach.
24

25 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH PALM
26 BEACH, FLORIDA as follows:
27

28 Section 1. The foregoing recitals are hereby ratified as true and correct and incorporated herein.
29

30 Section 2. The Village Council hereby amends the adopted Village of North Palm Beach General
31 Fund budget for Fiscal Year 2020 as follows:
32

33 **Budget Amendment:**
34

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$609,271
General Fund	A5540-66000	Capital Lease	\$609,271	
Total			\$609,271	\$609,271

35
36 Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the budget
37 amendment for and on behalf of the Village of North Palm Beach.
38

39 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
40 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
41 holding shall not affect the remainder of this Ordinance.
42

43 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
44 herewith are hereby repealed to the extent of such conflict.

1 Section 6. This Ordinance shall be effective immediately upon adoption.

2
3 PLACED ON FIRST READING THIS _____ DAY OF _____, 2020.

4
5 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF
6 _____, 2020.

7
8
9 (Village Seal) _____
10 MAYOR

11
12
13 ATTEST:
14
15 _____
16 VILLAGE CLERK

17
18 APPROVED AS TO FORM AND
19 LEGAL SUFFICIENCY:
20
21 _____
22 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGERS OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chuck Huff, Special Projects Director

DATE: May 14, 2020

SUBJECT: **RESOLUTION** – Approving a Fifth Amendment to the Communications Site Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for a telecommunications tower adjacent to the Community Center.

Village Staff received a request from Cellco Partnership d/b/a Verizon Wireless to amend the existing Lease Agreement to extend the term and provide for annual rent increases.

Through the adoption of Resolution 82-2001, the Village Council approved and executed a Communications Site Lease Agreement (“Lease Agreement”) with Primeco Personal Communications Limited Partnership for the erection of a telecommunications tower and the installation of related equipment adjacent to the Community Center. Primeco Personal Communications has become Verizon Wireless. The current lease agreement terminates on November 30, 2021.

In 2013, the Village Council approved and executed a First Amendment to the Lease Agreement to add an additional area for the installation of a diesel generator and fuel tank, together with a utility easement across the parking lot, in exchange for a \$500.00 increase in the monthly rent.

In 2014, the Village Council approved and executed a Second Amendment to the Lease Agreement to add approximately 136 square feet to the leased premises to install HVAC condenser units, as well as an additional easement to connect such units to the existing ground space, in exchange for a \$650.00 increase in the monthly rent.

In 2015, the Village Council approved and executed a Third Amendment to the Lease Agreement to remove three existing antennas, relocate three of the remaining antennas and add seven new antennas, coaxial lines and hybrid lines for a total configuration of ten antennas and related equipment in exchange for a \$250.00 increase in monthly rent.

In 2018, the Village Council approved and executed a Fourth Amendment to the Lease Agreement to install one additional antenna and add coaxial lines and hybrid lines, resulting in a total configuration of eleven antennas and related equipment, in exchange for a \$250.00 increase in monthly rent.

Verizon Wireless is requesting to again amend the Lease Agreement to extend the term of the Agreement for a period beginning December 1, 2021 and ending on November 30, 2026. So long as Verizon Wireless is in compliance with the terms and conditions of the Agreement and is not in default, Verizon Wireless shall have the right to extend the term of the Agreement for three (3) additional, successive five (5) year renewal terms. The Agreement shall automatically be extended for each of these successive renewal terms unless Verizon Wireless notifies the Village in writing of its intention not to renew at least six (6) months prior to the expiration of the then-current term. During each renewal term, all terms and

conditions of the Agreement shall remain in full force and effect, including three percent (3%) annual increases in rent in accordance with Section 5(b) of the Lease Agreement.

The attached Resolution and Fifth Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Fifth Amendment to the Communications Site Lease Agreement with Cellco Partnership d/b/a Verizon Wireless and authorizing the Mayor and Village Clerk to execute the Fifth Amendment and accompanying Amended Memorandum of Agreement in accordance with Village policies and procedures.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FIFTH AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT WITH VERIZON WIRELESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAME; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 82-2001, the Village Council approved and executed a Communications Site Lease Agreement (Ground) with Primeco Personal Communications Limited Partnership n/k/a Cellco Partnership d/b/a Verizon Wireless (“Verizon”) for the erection of a telecommunications tower and the installation of related equipment adjacent to the Village Community Center; and

WHEREAS, through the adoption of Resolution 2013-57, the Village Council approved and executed a First Amendment to the Lease Agreement to add an area to the leased premises for the installation of a diesel generator and fuel tank, together with a utility easement across the parking lot in exchange for an increase in the monthly rent; and

WHEREAS, through the adoption of Resolution 2014-84, the Village Council approved and executed a Second Amendment to the Lease Agreement to add additional ground space to install HVAC condenser units and an easement necessary to connect such units to the existing ground space in exchange for an increase in the monthly rent; and

WHEREAS, through the adoption of Resolution 2015-90, the Village Council approved and executed a Third Amendment to the Lease Agreement to remove three existing antennas, relocate three of the remaining antennas and add seven new antennas, coaxial lines and hybrid lines for a total configuration of ten antennas in exchange for a \$250.00 increase in monthly rent; and

WHEREAS, through the adoption of Resolution 2018-55, the Village Council approved and executed a Fourth Amendment to the Lease Agreement to add one new antenna, coaxial lines and hybrid lines for a total configuration of eleven antennas in exchange for a \$250.00 increase in monthly rent; and

WHEREAS, the Village has received a request from Verizon to again amend the Lease Agreement to extend the term for an additional five years, with the option for three additional five-year renewal terms; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizen of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the Fifth Amendment to the Communications

Site Lease Agreement (Ground) with Cellco Partnership d/b/a Verizon Wireless, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Fifth Amendment and accompanying Amended Memorandum of Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

FIFTH AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Fifth Amendment to Communications Site Lease Agreement (Ground) (the “Amendment”) is made and entered into this _____ day of _____, 20___, by and between Village of North Palm Beach, a Florida municipal corporation (“Lessor”), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership (“Lessee”). Lessor and Lessee may be collectively referred to herein as the “Parties”.

RECITALS:

WHEREAS, Lessor and Lessee (or their respective predecessors-in-interest) are party to that certain Communications Site Lease Agreement (Ground) dated November 13, 2001, as amended by that certain First Amendment to Communications Site Lease Agreement (Ground) dated December 19, 2013, as further amended by that certain Second Amendment to Communications Site Lease Agreement (Ground) dated January 27, 2015, as further amended by that certain Third Amendment to Communications Site Lease Agreement (Ground) dated January 18, 2016, and as further amended by that certain Fourth Amendment to Communications Site Lease Agreement (Ground) last executed on November 16, 2018 (collectively, the “Agreement”), pursuant to which Lessor leases to Lessee certain premises as more particularly described in the Agreement; and

WHEREAS, Lessor and Lessee desire and intend to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Capitalized terms not defined in this Amendment shall have the same meanings attributed to them in the Agreement.
2. **Term Extension.** Lessor and Lessee acknowledge that the Agreement is currently scheduled to expire on November 30, 2021. The Parties hereby agree to extend the term of the Agreement for a period beginning December 1, 2021 and ending on November 30, 2026 (the “Expiration Date”). Provided Lessee has abided by the terms and conditions of the Agreement and is not then in default thereof, following the Expiration Date, Lessee shall have the right to extend the term of the Agreement for three (3) additional, successive five (5) year renewal terms. The Agreement shall automatically be extended for each of these successive renewal terms unless Lessee notifies Lessor in writing of Lessee’s intention not to renew at least six (6) months prior to the expiration of the then-current term. During each renewal term, all terms and conditions of the Agreement shall remain in full force and effect, including increases in rent in accordance with Section 5(b) of the original Agreement.
3. This Amendment shall be effective upon execution by both parties.
4. The Parties hereby reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. The Agreement and this Amendment contain all agreements, promises or understandings between Owner and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Owner or Tenant in any

dispute, controversy, or proceeding at law. Any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement or Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement or Amendment.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date indicated above.

Lessor:

Village of North Palm Beach, a Florida municipal corporation

Witnesses:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Cellco Partnership d/b/a Verizon Wireless

Witnesses:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agreement for a period beginning on December 1, 2021 and ending on November 30, 2026. Thereafter, Lessee shall have the right to extend the term of the Agreement for three (3) additional, successive five (5) year renewal terms.

4. Except as necessary to conform hereto, all of the terms and conditions of the Memorandum shall remain in full force and effect, and shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Lessor and Lessee have caused this Amended Memorandum to be duly executed on the date first written hereinabove.

Lessor:

Village of North Palm Beach, a Florida municipal corporation

Witnesses:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Cellco Partnership d/b/a Verizon Wireless

Witnesses:

Witness
Print Name: _____

Witness
Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: May 14, 2020

SUBJECT: **RESOLUTION – Accepting a proposal from the Village Engineer, Engenuity Group, Inc., to provide professional engineering services for the West Alleyway Pavement Rehabilitation project at a cost of \$45,725.**

Through the adoption of Resolution 2016-30 on May 26, 2016, the Village executed a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to serve as Village Engineer. Village Staff is recommending utilizing this Contract engage the Village Engineer to provide professional engineering services for the West Alleyway Pavement Rehabilitation project at a cost of \$45,725. The services will be performed by Engenuity and one of its subconsultants, Ardaman & Associates, Inc., in accordance with the terms of the Continuing Contract.

Due to the very poor condition of portions of the western alleyway pavement (see the attached excerpt from the pavement condition report) and the importance it has relative to future redevelopment (see the attached excerpt from the 2016 Citizens' Master Plan), Village Staff plans to conduct an initial pavement assessment and base exploration that the Village Engineer can use to design an appropriate project scope. There is \$310,000 plus any Infrastructure Surtax Fund balance budgeted this fiscal year for Asphalt Resurfacing. The Capital Improvement Plan (CIP) has \$310,000 budgeted each year for the following four (4) years.

The Infrastructure Surtax Committee recommended to Village Council on September 12, 2019 to use any Infrastructure Surtax Fund balance to increase the Asphalt Resurfacing budget, and Village Council agreed. Depending on the competitive bids received, the project scope will be adjusted to fit within the FY2020 Asphalt Resurfacing budget.

The Village's Purchasing Policy requires *"All purchases in excess of \$25,000 and up to \$50,000 shall be brought to the Village Council on Consent Agenda for approval"*.

The attached Resolution has been prepared and/or reviewed by your Village Attorney for legal sufficiency.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds	17321-66210	Construction & Major Renovation	\$45,725

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from the Engenuity Group, Inc., to provide professional engineering services for the West Alleyway Pavement Rehabilitation project at a cost of \$45,725, with funds expended from

the Infrastructure Surtax Fund – Account Number I7321-66210 (Construction & Major Renovation), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR ENGINEERING, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE WEST ALLEYWAY PAVEMENT REHABILITATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., to perform engineering, bidding and construction phase services associated with west alleyway pavement rehabilitation project; and

WHEREAS, the Infrastructure Surtax Oversight Committee recommended the use of Infrastructure Surtax funds for this project, and the Village Council determines that the use of such funds complies with all legal requirements; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal submitted by Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services, to perform engineering, bidding and construction phase services associated with west alleyway pavement rehabilitation project at a total cost of \$45,725.00, with funds expended from Account No. I7321-66210 (Streets and Grounds – Construction and Major Renovation). The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

March 06, 2020

Steven Hallock
Director of Public Works
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
(Via E-Mail: shallock@village-npb.org)

Re: Professional Civil Engineering Services
West Alleyway Pavement Rehabilitation
North Palm Beach, Florida
Engenuity Group Project No. 03045.139

Dear Mr. Hallock:

We are pleased to offer this proposal to render professional civil engineering services in connection with the West Alleyway Pavement Rehabilitation, located in North Palm Beach (hereinafter called the 'Project').

Our services will consist of preparation of construction documents, bidding assistance, and construction administration services. All as set forth in Exhibit "A" which is attached to this letter.

This proposal is based on our conversations regarding pavement rehabilitation options for the alleyway from Village Hall on the South, to North Anchorage Dr. on the North, for a distance of approximately 3700 LF. We are also including services for Ardaman & Associates for initial pavement/base exploration and construction phase services.

Our services as set forth in Exhibit "A" will be provided for a lump sum of \$45,725.00 based on the following distribution of compensation:

- | | |
|--|-------------|
| A. Design Plan Preparation and Coordinate with Geotech | \$29,000.00 |
| B. Bid Assistance | \$ 1,500.00 |
| C. Construction Administrative Services (Engenuity) | \$ 8,500.00 |
| D. Geotechnical Exploration (pavement coring's) for | \$ 6,725.00 |
- Design; and Construction Phase Services will be provided per the attached proposal from Ardaman and Associates

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price does not include the payment of any governmental agency submittal fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as long-distance telephone calls, facsimile, postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sincerely,



Adam Swaney, P.E.
Director of Engineering

Approved by:



Keith B. Jackson, P.E.
Vice President

EXHIBIT "A"

West Alleyway Pavement Rehabilitation

North Palm Beach, FL

Engenuity Group Project No. 03045.139

ENGINEER'S SERVICES:

A1.01 Preliminary Engineering

- A. Coordinate with the Geotechnical Engineer on pavement cores.
- B. Review Geotechnical Engineer's report findings to facilitate a pavement rehabilitation design.

A1.02 Design and Permitting Phase Services

- A. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data.
- B. Conduct walk/drive thru with owner prior to plan preparation.
- C. Prepare drawings indicating the scope, extent, and character of the paving work to be performed and furnished by the CONTRACTOR. Drawings will utilize a recent aerial as a base map. Survey data will not be collected for this project. Plans will include curb placement where necessary to facilitate drainage runoff and conveyance. No drainage design or construction is anticipated as existing grading patterns will be utilized. Transitions to existing paved surfaces along the route will be incorporated. Existing wire utilities and supporting poles will remain in place. Existing concrete wall on west side of right of way will remain in place with new pavement to match approximately at same grade.
- D. Prepare project manual with specifications and contract documents for bidding.
- E. Attend up to three (3) coordination meetings.
- F. Items to be furnished by OWNER:

1. Soil borings and analysis by Geotechnical Engineer are included in this proposal, attached.

G. This proposal does not include the following:

1. The design of any offsite turn lanes, road widening, median adjustments, and water main or force main improvements.
2. Preparation of an NPDES permit application.
3. Preparation of a South Florida Water Management District dewatering permit application.
4. **Reproduction of drawings and specifications for CONTRACTOR'S use during construction.**
5. Travel outside of Palm Beach County for meetings.
6. Survey including boundary, topography, platting or construction layout.
7. Design of landscaping, irrigation, and lighting.
8. Coordination of new or relocated electrical, gas, telephone, and TV services.

A1.03 Bidding Phase Services

- A. Assist OWNER in advertising for and obtaining bids for the Work.
- B. Attend pre-bid conference and issue minutes.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- D. Attend the Bid opening, assist in evaluation of Bids and make a recommendation for award.

A1.04 Construction Phase Services

- A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
1. Make no more than fourteen (14) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work.

Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract

Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.

- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.

- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.

- G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.

- H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
 - 1. Village of North Palm Beach

- I. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

- J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.

- K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of seventy-five (75) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.



Engenuity Group Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Attention: Keith Jackson, P.E.

**Proposal for Pavement Exploration and Monitoring Program
NPB West Alley Pavement Rehabilitation Project
North Palm Beach, Florida**

Pursuant to your request, we are pleased to perform an exploration and testing program to determine the thicknesses of the existing pavement section materials forming the alley way between Eastwind Drive and US Highway 1 from Anchorage Drive to the north and south in North Palm Beach, Florida. Our pavement exploration services will include a limited visual assessment of the existing pavement conditions with photograph documentation and the performance of up to eight (8) pavement cores to determine the thickness, layering and bonding of asphalt layer(s) and to determine the nature, thickness and apparent firmness of the pavement base material. Auger borings will be performed to a depth up to 8 feet (as allowed by the water table) at up to 4 locations to determine the nature of underlying soils and the depth to the groundwater table. The core holes will be patched with cold patch asphalt. Considering the location of the roadway, we will provide only minimal traffic control measures (warning signs, cones, etc.) during the performance of our field work. If it is determined that the field exploration work cannot be safely performed without a formal Maintenance of Traffic (MOT) plan with partial and/or periodic lane closures, we will present those costs to you for third-party MOT under a different proposal. A report will be issued presenting our findings and general recommendations for the repaving project.

In addition, we have also provided estimated costs for limited periodic inspection services during the repaving work to verify that the assumed Full Depth Reclamation (FDR) operation and asphalt paving are conducted in general accordance with plan specifications. At this time, we assume the repaving project will consist of FDR; consequently, the performance of tests (Marshall stability pills, field proctors and field density tests) will be required on the FDR base material. For the asphalt paving, we preliminarily estimate that the repaving work will last up to 5 days but can revise our proposal once the estimated time has been provided by the paving contractor. We will monitor the asphalt temperature during placement, perform backscatter density tests and obtain one bulk sample of asphalt for laboratory extraction/gradation testing. In addition, we will conduct post-pavement coring services to verify the thickness and density of the new asphalt and to check the condition of the FDR base. Following our monitoring program, we will compile an engineering report documenting our observations and test results. We estimate the following services will be required or this project:

Pavement Exploration

1. Initial site visit, layout of coring locations and photographic documentation of existing conditions:
 - Project Engineer – 4 hours @ \$125.00/hour \$500.00
2. Field work:
 - Mobilization/demobilization of coring equipment (lump sum) \$150.00
 - 8 cores @ \$110.00/core \$880.00
 - Auger borings 4 borings to 8 feet @ \$10.00/foot..... \$320.00
 - Equipment and materials \$150.00
 - Traffic Control Measures \$150.00
3. Data compilation & report preparation:
 - Senior Project Engineer – 2 hours @ \$140.00/hour \$280.00
 - Staff Engineer – 5 hours @ \$125.00/hour..... \$625.00

Pavement Exploration Estimated Total..... \$3,055.00

Construction Phase (assuming FDR and asphalt resurfacing)

1. Engineering Technician (including travel) 5 days @ 3 hours/day @ \$55.00/hour	\$825.00
Staff Engineer – 4 hours @ \$125.00/hour.....	\$500.00
2. FDR and Asphalt Testing:	
- Field Proctor Tests (FDR mix) – 2 tests @ \$85.00/test.....	\$170.00
- Marshall Pills for Compressive Strength Tests (sets of 3 pills) – 2 sets @ \$105.00/set.....	\$210.00
- Asphalt Temperature Monitoring	no charge while tech on site
- Backscatter/Spread rate and FDR in-place density tests	no charge while tech on site
- Cores for densities: 3 cores @ \$110.00/core	\$330.00
- Mobilization/demobilization – 1 trips @ \$150.00/trip	\$150.00
- Equipment and materials.....	\$150.00
- Traffic Control Measures	\$150.00
- Unit Weight (Density) – 3 tests @ \$40.00/test.....	\$120.00
- Extraction & Gradation Tests – 1 tests @ \$300.00/test.....	\$300.00
3. Data compilation & report preparation:	
- Senior Project Engineer – 1 hours @ \$140.00/hour	\$140.00
- Staff Engineer – 5 hours @ \$125.00/hour.....	\$625.00

Construction Phase Estimated Total \$3,670.00

Summary of Services

Pavement Exploration	\$3,055.00
Construction Phase.....	\$3,670.00

Estimated Project Total \$6,725.00

This proposal is subject to the applicable terms in the enclosed General Conditions, and to the following: (1) access to the coring locations is to be readily available, (2) the provided scope of work will be adequate, (3) if deemed necessary, Ardaman & Associates, Inc. will coordinate the location of underground utility lines through Sunshine State One Call of Florida (SSOCOF). We cannot take responsibility for damages to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the client prior to commencement of the field work.

Please sign and return the enclosed Proposal/Project Acceptance and Agreement form as an indication of your acceptance of our proposal terms and authorization to proceed with the work. Please complete the form in its entirety to help us set up your file correctly and please provide us with the names and addresses of all parties who should receive copies of our reports for this project.

Please do not hesitate to contact our office should you have any questions concerning this proposal or whenever we may be of assistance to you.

ARDAMAN & ASSOCIATES, INC.

Mark Zrallack, P.E.
Construction Services Manager

Dan Zrallack, P.E.
Branch Manager

Attachments: Proposal/Project Acceptance and Agreement Form
General Conditions



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name _____ NPB West Alley Pavement Rehabilitation Project _____
 Project Location _____ North Palm Beach, Florida _____
 Proposal Number and Date _____ 20-P-5666 / March 5, 2020 _____
 Description of Services _____ Pavement Exploration and Testing Program _____
 Estimated Fee _____ **\$6,725.00 (unit rates)** _____

PROPERTY OWNER IDENTIFICATION:

Name _____
 Property Identification Number _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Attention _____ Title _____

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2020.

Individual, Firm or Corporate Body Name _____
 Authorized Contact Person _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Title _____ Fax _____ Email _____

(Signature of authorized representative)

GENERAL CONDITIONS – FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as “A&A”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A’s Work hereunder. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A’s proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of A&A’s liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A’s services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. A&A’s individual professionals, employees, and agents are third party beneficiaries to these General Conditions.

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

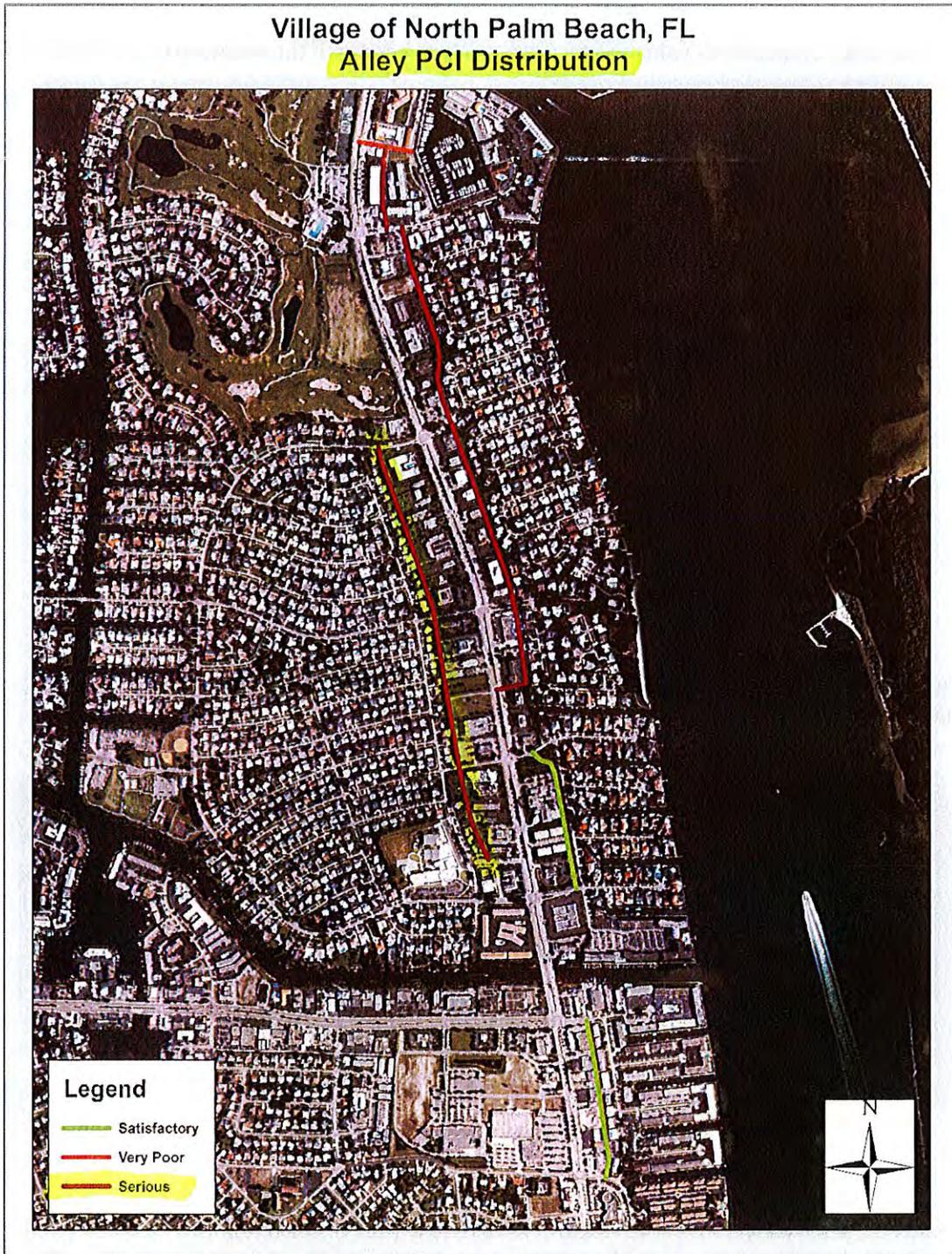


Figure 3: Village of North Palm Beach, FL Alley PCI Distribution Map

Review of the Village’s PCI value shows a general breakdown of the roadway by condition to be:

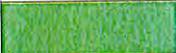
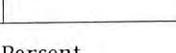
Pavement Condition Index (PCI) Range	Condition Description	Percent of Network	Legend
86-100	Good	6.27%	
71-85	Satisfactory	19.15%	
56-70	Fair	21.71%	
41-55	Poor	40.48%	
26-40	Very Poor	7.17%	
11-25	Serious	5.22%	
0-10	Failed	0%	
Total		100%	

Figure 4: Village of North Palm Beach, FL PCI Ranges by Percent

The following table provides a summary of the network pavement condition based on road surface type:

Road Type	Village of North Palm Beach, FL Roadway Network						
	Good (86-100)	Satisfactory (71-85)	Fair (56-70)	Poor (41-55)	Very Poor (26-40)	Serious (11-25)	Failed (0-10)
Streets	6.27%	17.57%	21.71%	40.48%	6.89%	0%	0%
Alleys	0%	1.58%	0%	0%	0.28%	5.22%	0%
All	6.27%	19.15%	21.71%	40.48%	7.17%	5.22%	0%

Figure 5: Village of North Palm Beach, FL Roadway Network by Road Type with PCI Percentile

The average network PCI for the Village’s roads at the time of collection was calculated to be **58** and **40.41** for streets and alleys respectively, corresponding to a ‘Fair’ and ‘Very Poor’ rating per the ASTM Condition Description.

The Alleyway & Accessory Units

One of the strongest characteristics of this section of the US 1 corridor is the continuous north-south alleyway. This alley provides an important local link with numerous benefits:

1. Locals can move between properties without having to engage US 1;
2. Deliveries can be made discreetly without impacting traffic or blocking access;
3. Parking and other back of house uses are easily accessed.

The lots that back up to the commercial properties have an opportunity to increase their value, provide a new housing option for the Village, and maintain affordability over time by incorporating accessory units. With the alley access, these buildings can be easily accommodated without increasing traffic to the neighborhoods. In addition to providing potential rental income that supports the main household, they could also provide a home office option or a housing option for extended family members (e.g., grandparent, newly graduated adult children).

These units would provide natural surveillance of the alleyway and, if properly designed, transform the alley into an interesting, unique thoroughfare.



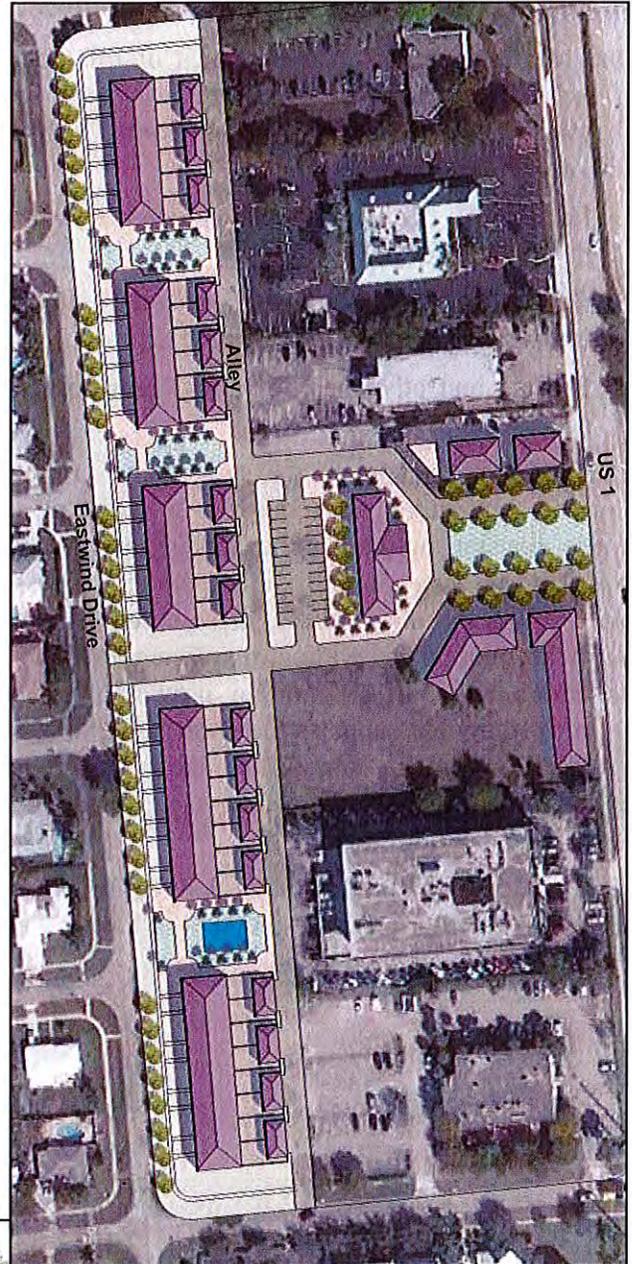
Top: Accessory units located in outbuildings behind houses on Eastwind Drive and along the alley.

Bottom: Accessory dwelling units along an alley in Rosemary Beach, Florida.



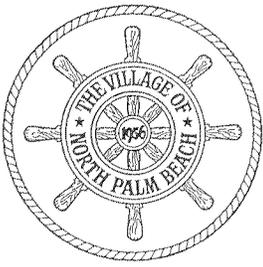
The Alleyway & Townhouse Units

Alley access provides another possibility for further diversifying housing options in the Village. With rear vehicular access available, these lots could easily accommodate potential townhouse redevelopment, which would serve as a transition between the single-family neighborhood to the west and the commercial corridor to the east. The pattern shown also includes accessory units to capture the benefits enumerated on the previous page. Pedestrian links to the commercial corridor could be provided within new development. Increasing density could provide an opportunity to establish a new street link, if desired, to potential new development along US 1.



Top: Townhouse units line Eastwind Drive with accessory units located in outbuildings to the rear along the alley.

Left: Townhouse development in West Palm Beach, Florida.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee

DRAFT Minutes

Village Hall Conference Room

**Monday, March 2, 2020
6:00 pm**

1. Call to Order: the meeting was called to order by Chairperson Marcus at 6:00 p.m.
2. Roll Call:
 - a. Present: Ellen Allen, Camille Carroll, Lisa Interlandi, Karen Marcus, Mary Phillips, Shawn Woods, Kendra Zellner
 - b. Also Present: Andy Lukasik, Steve Hallock, Ed Cunningham, Jeremy Hubsch, Jack Sandquist, Jonathan Haigh
3. Approval of Minutes: The minutes of the January 27, 2020 meeting were unanimously approved as presented.
4. Public Comments: none.
5. Discussion Items:
 - a. Review of proposed commercial Landscape Code:
 - i. Planning Commission Member Jonathan Haigh, Landscape Architect at Kimley-Horn who edited the proposed code was in attendance to answer questions/concerns, discuss major changes and help refine.
 - ii. Intent/Goal:
 - 1) Decrease surface parking
 - 2) Increase plaza areas, buffers and screening
 - iii. Compliance:
 - 1) Additional density around parking lots will only be required during re-development.
 - 2) Existing businesses will need to comply with Northlake overlay standard codes (section 45a-3 c. d.) implemented May 31, 2014.
 - 3) Planning Commission has an exception process where owners can propose alternatives to the code.
 - iv. Suggested Additions:
 - 1) Distances mulch should be placed away from trunks/plantings.

- 2) Concerns regarding rubber mulch.
- 3) State and County lists regarding prohibited invasive plantings?
- v. Misc. - Council will require education on how thick mulch should be installed.
- b. Urban Garden :
 - i. Jack Sandquist , Urban Abundance, has a large farm in Jupiter and discussed best practices for environmental conservation and urban gardens/forests.
 - 1) Education:
 - a) Benefits of and how to install/maintain food container gardens and forest systems (agro-forestry) including composting at home or in the community
 - b) Currently no school programming
 - 2) Passive Education:
 - a) Lecture series
 - b) Plantings throughout the Village and at facilities/parks
 - c) Signs
 - d) Weblink
 - e) Tours
 - f) Garden club
 - 3) Volunteering:
 - a) Could aide students in fulfilling community service requirement
 - b) Boy Scouts
 - c) Girl Scouts
 - d) Targeted groups (OPC)
 - 4) Benefits:
 - a) Improve sustainability
 - b) Reduce waste
 - c) Water conservation
 - d) Bring family/community together
 - 5) Accountability:
 - a) Someone needs to be held accountable
 - b) 80% of all community gardens fail due to delegation with no following up
 - 6) Food Forestry System:
 - a) Can take 2-3 years to feel impacts
 - b) Year-round planting/growing recommended
 - c) Varied grow seasons recommended
 - d) Stressed importance of low maintenance crops consisting of herbs, vegetables and fruit trees
 - e) Size, ¼ acre minimum
 - f) Drip irrigation with well is best, cisterns also work well
 - 7) Concerns:
 - a) Theft
 - b) Man hours required to maintain
 - c) Long-term logistics
 - 8) Successful Programs:
 - a) Abacoa
 - b) Boca Raton

- 9) Possible Village Locations:
 - a) Osborne Park
 - b) Community Center
 - c) Andy will tour Village with Jack for best location
- 10) Organization - application process
- 11) Misc.- committee could speak with Faith Lutheran Church who is considering a garden

c. Heritage Day Booth:

i. Education:

- 1) Committee will contact owner of educational bus that could participate onsite.
- 2) Steve will contact SWA for availability/interest. They typically have their own booth, tools and volunteers.

3) Tools:

a) Literature :

- Earth Day Clean-Up sign-in sheet
- Recycling Do's & Don'ts
- Resident shared recycling bin location

b) Brochures - Jeremy will look for fertilizer ban brochures

c) Recycling bags

d) Stickers

e) Bins (SWA)

f) Signage

ii. Logistics:

- 1) Best location for bus due to power requirements/availability - Shawn will find out power requirements
- 2) Best location for SWA
- 3) Parks & Rec will provide tables/chairs
- 4) Committee will provide tent

6. Updates:

a. Anchorage Park Restoration:

i. Status:

- 1) Waiting for engineering and design proposals
- 2) Currently working with the bank
- 3) Discussing design/logistics/phasing with landscape architects

ii. Requirements:

- 1) Full-scope plan
- 2) Plan review with neighboring residents

b. Lakeside Park Berm:

i. Scope:

- 1) Incorporate removing/trimming some larger items
- 2) Move exotics out and replace with native plantings

- 3) No new coconut palms will be planted due to risk of injury during storms
- ii. Misc. - committee will be responsible for removal of the smaller, undesirable plantings because they won't be addresses by the landscaper.
- c. Education
 - i. "Go Green" letters to restaurants and grocery stores to phase-out plastics
 - 1) Education:
 - a) Statistics
 - b) Damage to environment
 - c) List of alternative items to use (do we have one?)
 - d) Weblinks:
 - Loggerhead's Blue Table program
 - Village "Go Green" effort
 - Other efforts
 - e) Committee contact information
 - f) Committee on-site visits
 - 2) Incentives:
 - a) If choose to phase-out they will be promoted in the monthly newsletter
 - b) Listed as participant in Loggerhead's Blue Table program
 - 3) Misc. - a list of restaurants will need to be created
 - ii. Speaker series at Farmer's Table

7. Misc.:

- a. March 14 was recommended for trial run NPB clean-up
- b. April 18 is the Great American Clean-Up
- c. Next Meeting: April 6

8. Adjournment: the meeting was adjourned at 7:17 p.m.

**VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chuck Huff, Director of Special Projects

DATE: May 14, 2020

SUBJECT: **MOTION – Partial Release of Retainage in the amount of \$229,167 to the Weitz Company for the North Palm Beach Country Club Project**

Village Staff is recommending releasing a portion of the project retainage to reflect the amount of finished work at the new Country Club clubhouse. The Village has received a request from Weitz for the release of approximately half of the retainage left on the contract. Given that the project is over 99% complete and that the majority of their subcontractors have completed their contractual obligations to Weitz and the Village, Staff believes this is a reasonable request. However, there are still some outstanding items that have not been completed and/or are not acceptable to the Village.

The amount of retainage left on the project is \$458,042.00. The Village has received an application for payment from Weitz in the amount of \$229,167.00. This leaves a balance of \$228,875.00 to be paid and approved by the Village Council once all unacceptable work has been approved and accepted by the Village. Staff believes that the remaining retainage is sufficient to complete these tasks should Weitz be unable to do so.

The two remaining critical areas of concern with the project include:

- Faulty lights in the stairs (Grand Staircase and West side of Grille Room)
Note that the approximate cost to replace the lights is \$24,800 (62 stair lights @ \$400.00 each)
- The compromised integrity of the precast stone in the stair treads and coping around the second floor of the building.
Note that the approximate cost to replace all the stair treads and precast coping on the perimeter of the second floor is \$50,000.00.

As part of this discussion, change orders #16 through #24 have been reviewed and approved by all parties with the exception of change orders #20 and #24. Peacock and Lewis, the project architect, issued comments regarding the labor costs of \$9,600.00 in change order #20. These costs were reviewed by the Village's Construction Manager, Joe Gaudet, who determined them to be appropriate. In Mr. Gaudet's review dated November 18, 2019, he recommended approval as the change was necessary and price was appropriate and subsequently funded through the owner's contingency.

Peacock and Lewis also identified concerns with change order #24 where a scope gap was identified by Weitz at the entry pavilion perimeter. Weitz indicated they priced the perimeter as finished concrete while Peacock and Lewis stated it should have been precast stone. The plans did not show the precast stone.

However, the team believed it would be best to use the precast stone and subsequently directed Weitz to install it using the contractor contingency in the amount of \$4,410.68.

This agenda item requires Village Council action to release of a portion of the retainage amount. However, Staff will also utilize this opportunity to review change orders approved during the course of the project, as well as the overall project budget status. A PowerPoint presentation for this review is attached.

Recommendation:

Village Staff recommends Council consideration and approval of a partial release of retainage in the amount of \$229,167 to the Weitz Company in accordance with Village policies and procedures.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 3

TO OWNER: The Village North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408

PROJECT: North Palm Beach Country Club
95 US Highway 1
North Palm Beach, FL 33408

FROM CONTRACTOR: The Weitz Company
1720 Centrepark Dr E
West Palm Beach, FL 33401

ARCHITECT: Peacock + Lewis, LLC
1295 US Highway 1
North Palm Beach, FL 33408

APPLICATION NO: 20R
OWNER P.O. NO: 100957
PERIOD TO: 3/31/2020

PROJECT NO: F118800
CONTRACT DATE: 6/4/2018

Distribution to:

1	OWNER
1	ARCHITECT
1	CONTRACTOR

CONTRACT FOR: Demolition of Existing Country Club

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM (GMP 1 & 2)	\$ 14,762,892
2. Net Change by Change Orders	\$ (2,351,631)
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$ 12,411,261
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	\$ 12,411,261
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column M on G703)	\$ 228,875
b. <u>0</u> % of Stored Material (Column I on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column M of G703)	\$ 228,875
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 12,182,386
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 11,953,219
8. CURRENT PAYMENT DUE	\$ 229,167
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$ 228,875

CHANGE ORDER SUMMARY	PCCO TOTALS
Total changes approved (PCCO 1-Pending PCCO 24) in previous months by Owner:	\$ (2,351,630.66)
Total approved this Month	
TOTALS:	\$ (2,351,630.66)

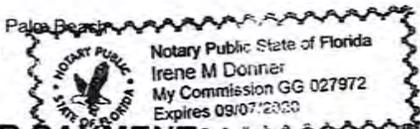
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY

By: [Signature]
John Southard Sr. Project Manager

Date: 04.27.20

State of: Florida County of: Palm Beach
Subscribed and sworn to before me on April 27, 2020
Notary Public: Irene M. Donner
My Commission expires: 09.07.2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 229,167

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Huff Charles

From: John Southard <John.Southard@weitz.com>
Sent: Wednesday, May 6, 2020 3:41 PM
To: Huff Charles
Cc: Lukasik Andrew
Subject: RE: NPBCC - Additional information PCCO # 20 & #24

John Southard

Senior Project Manager

1720 Centrepark Drive East, West Palm Beach, FL 33401
561.687.4817 • 561.223.7692 • john.southard@weitz.com

From: John Southard
Sent: Wednesday, May 6, 2020 3:33 PM
To: Huff Charles <chuff@village-npb.org>
Cc: Lukasik Andrew <alukasik@village-npb.org>
Subject: NPBCC - Additional information PCCO # 20 & #24

Chuck as requested find the attached which is inclusive within the back-up of each PCCO:

PCCO # 20 – PCO # 091, see page 3 & 4 cost is \$9600 (highlighted with red cloud) which was previously approved by P&L and executed

PCCO # 24 – 047200.2500, see page 6 cost is \$ 4410 (highlighted with red cloud)

John Southard

Senior Project Manager

1720 Centrepark Drive East, West Palm Beach, FL 33401
561.687.4817 • 561.223.7692 • john.southard@weitz.com

CAUTION – This email originated from outside of the Village. Please do not open any attachments or click on any links from unknown sources or unexpected email.



Gaudet Associates, Inc.

Construction & Environmental Services

Proposed Change Order Review Form

Project: Village of North Palm Beach Clubhouse **Job #:**

Contractor: The Weitz Company

PCO #: 91

PCO Date: 10/08/2019

Schedule Impact/Extension: (Y/N)

Today's Date: 11/18/2019

Review

Description: Framed Beams at Entry Pavilion

Cost: \$20,907.33

Cause: Work being performed in accordance with RFI #292

A/E Analysis: P & L reviewed, approved and executed PCO.

Notes: We would recommend approval. This change was necessary and price is appropriate even though Bob did not agree with this. This will be funded through owners contingency.

Any reference to extended time required should be deleted (crossed off) as no documentation has been submitted to substantiate any delays.

GAUDET Associates, Inc.
3021 Jupiter Park Circle
Jupiter, FL 33458

Phone: (561) 748-3040
Fax: (561) 748-6085



PCO #	Title	Schedule Impact	Amount
091	CE #091 - Framed beams at Entry Pavilion		20,907.33
114	CE #114 - Dual Backflow Preventer		2,799.81
115	CE #115 - Added stone and Porcelain Tile at ADA Ramp		5,163.26
A-013	CE #A-013 - Exterior Flat Stock Trim Allowance Reconciliation		0.00
C-021	CE #C-021 - Added 3/4" stucco band at south and west loggias		0.00
C-024	CE #C-024 - Entry Pavilion Framing Extension		0.00
C-025	CE #C-025 - Misc. Signage		0.00
TOTAL:			\$ 28,870.40

CHANGE ORDER LINE ITEMS:

PCO # 091 : CE #091 - Framed beams at Entry Pavilion

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	05-054000.2500 - Ext. Metal Framing	Added metal framing and sheathing at entry pavilion	Commitment	\$ 13,397.00
2	N/A	09-092000.2500 - Stucco	Added stucco at entry pavilion beams	Commitment	\$ 2,860.00
3	N/A	07-079000.2500 - Caulking & Waterproofing	Added peel-n-stick waterproofing	Commitment	\$ 975.00
4	N/A	09-099000.2500 - Painting	Added paint entry pavilion beams	Commitment	\$ 1,086.00
5	N/A	01-010100.2450 - General Requirements	GR's	Materials	\$ 629.26
6	N/A	01-011900.2450 - Data Processing	0.25%	Materials	\$ 52.27
7	N/A	01-019105.2450 - General Liability Insurance	1.30%	Materials	\$ 271.80
8	N/A	01-019110.2450 - Builder's Risk Insurance	0.425%	Materials	\$ 88.86
9	N/A	01-019120.2450 - Payment & Performance Bond	1.00%	Materials	\$ 209.07
10	N/A	01-019135.2450 - Subguard	1.50%	Materials	\$ 313.61
11	N/A	Z-021020.7205 - Change Order Fee	4.90%	Fee	\$ 1,024.46
Subtotal:					\$20,907.33
Grand Total:					\$20,907.33

PCO # 114 : CE #114 - Dual Backflow Preventer

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	33-330000.2500 - Site Utilities	Cost for Dual Backflow Preventer in lieu of single	Commitment	\$ 2,428.00
2	N/A	01-010100.2450 - General Requirements	GR's	Materials	\$ 109.32
3	N/A	01-011900.2450 - Data Processing	0.25%	Materials	\$ 7.00
4	N/A	01-019105.2450 - General Liability Insurance	1.30%	Materials	\$ 36.40
5	N/A	01-019110.2450 - Builder's Risk Insurance	0.425%	Materials	\$ 11.90
6	N/A	01-019120.2450 - Payment & Performance Bond	1.00%	Materials	\$ 28.00
7	N/A	01-019135.2450 - Subguard	1.50%	Materials	\$ 42.00
8	N/A	Z-021020.7205 - Change Order Fee	4.90%	Fee	\$ 137.19
Subtotal:					\$2,799.81
Grand Total:					\$2,799.81



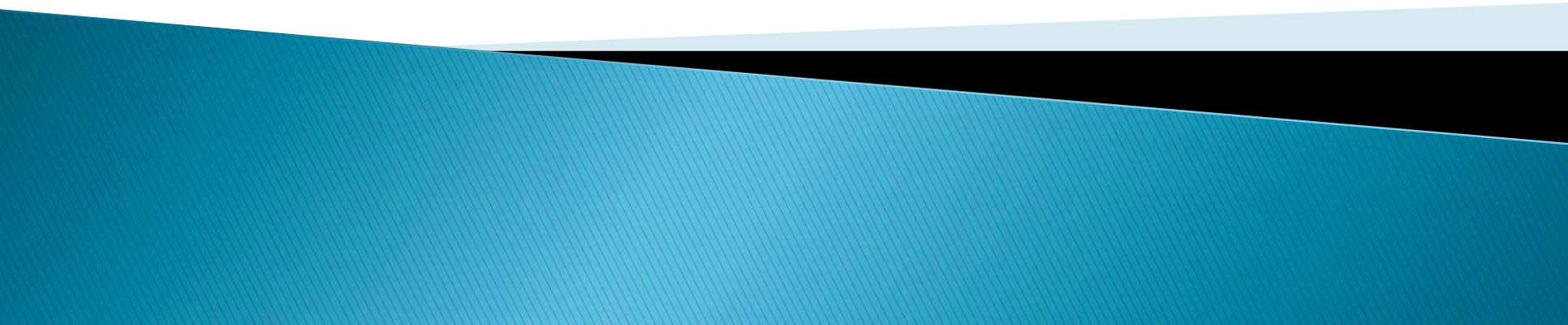
PCO # C-027 : CE #C-027 - Misc. Contingency Expenses

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	01-019515.2450 - ALW - Sales Tax Savings Allowa	(A) Transfer money here from Contingency-2450	Materials	\$ 17,311.85
2	N/A	01-018525.2450 - Temp Fencing / Gates	(A) Transfer money here from Contingency-2450	Materials	\$ 720.00
3	N/A	01-012025.2450 - Moisture Mitigation	(A) Transfer money here from Contingency-2450	Materials	\$ 2,554.54
4	N/A	01-012010.2450 - Storm Damage Vehicles	(A) Transfer money here from Contingency-2450	Materials	\$ 7,002.06
5	N/A	04-047200.2500 - Precast Stone	(A) Transfer money here from Contingency-2450	Commitment	\$ 4,410.68
6	N/A	06-061100.2500 - Misc Rough Carp Newman	(A) Transfer money here from Contingency-2450	Commitment	\$ 4,505.00
7	N/A	06-061100.2500 - Misc Rough Carp Newman	(B) Transfer money here from Contingency-2450	Commitment	\$ 2,559.00
8	N/A	06-061100.2500 - Misc Rough Carp Newman	(C) Transfer money here from Contingency-2450	Commitment	\$ 1,958.50
9	N/A	06-061100.2500 - Misc Rough Carp Newman	(D) Transfer money here from Contingency-2450	Commitment	\$ 919.88
10	VILLAGE OF NPB CC - GCs	01-010715.2399 - Field Superintendent	Weitz Labor - Dumpster Enclosure Installation	Salaried Labor	\$ 4,480.00
11	N/A	06-061050.2325 - Rough Carpentry	(A) Transfer money here from Contingency-2450. Weitz Labor - Dumpster Enclosure Installation	Labor	\$ 2,880.00
12	N/A	06-061050.2325 - Rough Carpentry	(B) Transfer money here from Contingency-2450	Labor	\$ 3,240.00
13	N/A	08-084000.2500 - Storefront, Windows & Misc. Gl	(A) Transfer money here from Contingency-2450	Commitment	\$ 2,420.00
14	N/A	09-091000.2500 - Drywall & Framing	(A) Transfer money here from Contingency-2450	Commitment	\$ 2,521.00
15	N/A	09-091000.2500 - Drywall & Framing	(B) Transfer money here from Contingency-2450	Commitment	\$ 1,317.00
16	N/A	09-091000.2500 - Drywall & Framing	(C) Transfer money here from Contingency-2450	Commitment	\$ 2,308.00
17	N/A	09-099000.2500 - Painting	(A) Transfer money here from Contingency-2450	Commitment	\$ 4,600.00
18	N/A	09-099000.2500 - Painting	(B) Transfer money here from Contingency-2450	Commitment	\$ 2,548.00
19	N/A	10-101400.2500 - Building Signage	(A) Transfer money here from Contingency-2450	Commitment	\$ 1,726.94
20	N/A	14-142000.2500 - Elevators	(A) Transfer money here from Contingency-2450	Commitment	\$ 2,000.00
21	N/A	26-260000.2500 - Electrical	(A) Transfer money here from Contingency-2450	Commitment	\$ 2,610.00
22	N/A	26-260000.2500 - Electrical	(B) Transfer money here from Contingency-2450	Commitment	\$ 490.00
23	N/A	32-321405.2500 - Decorative Pavers	(A) Transfer money here from Contingency-2450	Commitment	\$ 4,000.00
24	N/A	32-321405.2500 - Decorative Pavers	(B) Transfer money here from Contingency-2450	Commitment	\$ 960.00
25	N/A	32-322500.2450 - Sawcutting Site Concrete	(A) Transfer money here from Contingency-2450	Materials	\$ 9,859.72
26	VILLAGE OF NPBC RECOVERY	03-030004.2500 - Concrete (Other's CO	(A) Transfer money here from Contingency-2450	Commitment	\$ 3,600.00
27	VILLAGE OF NPBC RECOVERY	03-030004.2500 - Concrete (Other's CO	(B) Transfer money here from Contingency-2450	Commitment	\$ 1,546.76
28	N/A	01-019910.2450 - Contractor's Contingency	Move money from Contingency-2450 to cost codes above	Materials	(\$95,048.93)
Subtotal:					\$0.00
Grand Total:					\$0.00

The original (Contract Sum) \$ 387,778.00
 Net change by previously authorized Change Orders \$ 12,086,658.50
 The Contract sum prior to this Change Order was \$ 12,474,436.50
 The Contract sum would be changed by this Change Order in the amount of (\$63,175.16)
 The new Contract sum including this Change Order will be \$ 12,411,261.34
 The Contract time will not be changed by this Change Order
 Revised Substantial Completion Date

**North Palm Beach Country Club
Change Order Review
Retainage Payment Approval
Budget Update**

May 14, 2020



Clubhouse Project Budget Summary

Funding Source	Amount	Total
Loan	\$15,000,000	
Country Club	227,818	
GF Unassigned Fund Balance	3,922,527	
Total Budget		\$19,150,345
Total Expenses (see expense summary slide)		(19,055,249)
Balance Available (Village + Loan Proceeds)		\$95,096

Funding Source	Amount	Total
Total Interest Earnings		\$548,911
Total Expenses (see expense summary slide)		(374,372)
Balance Available (Interest Earnings)		\$174,539

Total Balance Available = \$269,635
Transfer to CIP = (100,000)

Net Available = \$169,635

Expense Summary – Village + Loan Proceeds

Description	Amount
Architect	1,431,816
Architect - Master Plan	227,818
Bag Storage System	18,770
Club Parking Lot Coating & Striping	8,900
Construction Mgr	339,615
Farmers Table	166,760
FPL	25,712
Furniture, Fixtures & Equipment	230,063
Loan Financing	40,483
Material Testing	116,863
Miscellaneous	20,666

Description	Amount
Permit / Application / License Fees	147,663
Pool	86,605
Restroom & Shower Trailers	18,058
Signage	21,978
Synthetic Turf	15,447
Technology	249,171
Temporary Facilities	428,689
Weitz	12,411,372
Weitz DPO	3,021,298
Weitz Pre-Construction	27,500

Total Expenses = \$19,055,249

Expense Summary – Interest Earnings Projects

Description	Amount
Employee Parking Lot	\$70,657
Brightview – Materials & Repair Tee Boxes	35,820
Cart Paths	51,266
Pool Equipment w/ installation	82,452
Brightview – Replace Sod	6,848
Pool Drain Work	19,834
Precision (Additional Landscaping)	22,404
Relocation of Force Main	43,090
Marquee Sign (pending)	42,000

Total Expenses = \$374,372

Pool Project Budget Summary

Description	CIP Fund	Clubhouse Project \$\$	Weitz Contract	Total
Engineering Services		\$8,500		\$8,500
Paver / Brick Removal		22,143		12,663
Pool Chiller (CIP Budget = \$50k)	64,018			64,018
Pool Pump Room (CIP Budget = \$200k)	198,536			198,536
Pool Resurfacing (CIP Budget = \$200k)	486,730			486,730
Rubberized Flooring		38,962		38,962
Pool Drainage		19,834		19,834
Pool Interactive Water Feature			438,015	438,015
Pool Equipment		80,143		80,143
Pool Pavers			163,505	163,505
Pool Leak		9,100		9,100
Pool Pipe		7,900		7,900
Total	\$749,284	\$186,582	\$601,520	\$1,537,385

Total CIP Budget	\$450,000
Actual Expense	<u>(749,284)</u>
Over Budget	<u>(299,284)</u>

Contract Change Orders – GMP Changes

PCCO #	Description	Amount
PCCO #1 - #10	Approved by Council June 2019	\$2,502,557.92
PCCO #11	Contract Changes	16,432.38
PCCO #12	Contract Changes	173,498.64
PCCO #13	Contract Changes for Pavilion (Farmers Table)	0.00
PCCO #14	Contract Changes	36,874.00
PCCO #15	Direct Purchase by VNPB	(283,738.78)
PCCO #16	Contract Changes	197,643.06
PCCO #17	Direct Purchase by VNPB	(74,782.03)
PCCO #18	Contract Changes	63,715.85
PCCO #19	Direct Purchase by VNPB	50,436.94
PCCO #20	Contract Changes	28,870.40
PCCO #21	Direct Purchase by VNPB	78,562.67
PCCO #22	Contract Changes	14,761.35
PCCO #23	Contract Changes	(88,000.00)
PCCO #24	Contract Changes	(63,175.16)
Total		\$2,351,458.60





Google Earth

Imagery Date: 1/13/2019 26°49'35.94" N 80°03'43.88" W elev 0 ft eye alt 348 ft

1995



**VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGERS OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chuck Huff, Special Projects Director

DATE: May 14, 2020

SUBJECT: **RESOLUTION – Approving a Third Amendment to the Communications Site Lease Agreement with STC Five LLC (successor in interest to Sprint Spectrum, L.P.)**

Village Staff received a request from Global Signal Acquisitions III LLC, attorney-in-fact for STC Five LLC, successor in interest to Sprint Spectrum L.P. for approval of a Third Amendment to its existing Communications Site Lease Agreement with the Village for the site located at 1200 Prosperity Farms Road (Community Center).

Through the adoption of Resolution 63-99 on October 28, 1999, the Village Council approved and executed a Communications Site Lease Agreement with Sprint Spectrum, L.P. for the erection of a telecommunications tower and the installation of related equipment adjacent to the Community Center.

Through the adoption of Resolution 2010-26 on May 13, 2010, the Village Council approved and executed a First Amendment to the Lease Agreement with Global Signal Acquisitions III LLC, attorney-in-fact for STC Five, LLC, successor in interest to Sprint Spectrum, L.P., to provide for the collocation of an additional antenna on the existing tower and the installation of additional equipment on the existing platform in exchange for additional rent in the amount of \$1,304.77.

Through the adoption of Resolution 2015-35 on April 23, 2015, the Village Council approved and executed a Second Amendment to the Lease Agreement extending the term of the Agreement by an additional twenty years (from terminating in 2019 to terminating in 2039), providing for additional compensation (a one-time 10% increase in 2019 in addition to the annual increases), and providing a right-of-first refusal for any offer to purchase fee title, an easement, a lease, a license or any other interest in the Site.

Global Signal Acquisitions has requested a Third Amendment to the Lease Agreement for additional easements. The requested easement runs along the north side of property and then turns south to Sprint's platform at east end of property. Any other easements depicted on the surveys are existing. As consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars within sixty (60) days following the final execution of the Third Amendment by the Village.

The attached Resolution and Third Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff request Council consideration and approval of the attached Resolution approving a Third Amendment to the Communications Site Lease Agreement with STC Five LLC (successor-in-interest to Sprint Spectrum L.P.) and authorizing the Mayor and Village Clerk to execute the Third Amendment and accompanying Memorandum of Agreement in accordance with Village policies and procedures.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) WITH STC FIVE LLC, SUCCESSOR IN INTEREST TO SPRINT SPECTRUM L.P., AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 63-99, the Village approved and executed a Communications Site Lease Agreement (Ground) (“Lease Agreement”) with Sprint Spectrum, L.P. for the erection of a telecommunications tower and the installation of related equipment adjacent to the Village Community Center (“Site”); and

WHEREAS, through the adoption of Resolution 2010-26, the Village approved and executed a First Amendment to the Lease Agreement with Global Signal Acquisitions III LLC (“Global”), attorney-in-fact for STC Five, LLC, successor-in-interest to Sprint Spectrum, L.P., to provide for the collocation of an additional antenna on the existing tower and the installation of additional equipment on the existing platform; and

WHEREAS, through the adoption of Resolution 2015-35, the Village approved and executed a Second Amendment to the Lease Agreement to extend the term of the Agreement, provide for additional compensation, and provide a right-of-first refusal for any offer to purchase fee title, an easement, a lease, a license or any other interest in the Site; and

WHEREAS, the Lessee has requested the execution of a Third Amendment for additional easements in exchange for the payment of \$2,500.00; and

WHEREAS, the Village Council determines that the execution of the Third Amendment to the Lease Agreement is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the Third Amendment to the Communications Site Lease Agreement (Ground) with STC Five, LLC, successor-in-interest to Sprint Spectrum, L.P., a copy of which is attached hereto and incorporated herein, and authorizes and directs the Mayor and Village Clerk to execute the Third Amendment and related Memorandum of Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, having a mailing address of 501 U.S. Highway 1, North Palm Beach, Florida 33408 (“**Lessor**”), and **STC FIVE LLC**, a Delaware limited liability company (“**Lessee**”), successor in interest to Sprint Spectrum, L.P., a Delaware limited partnership (“**Sprint**”) (having a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317).

WITNESSETH:

WHEREAS, Lessor and Sprint entered into that certain Communications Site Lease Agreement last dated November 9, 1999 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in **Exhibit “A”** attached hereto (the “**Premises**”), a memorandum of which Agreement was filed for record in Book 11607, Page 520 in the Official Records of Palm Beach County, Florida (the “**MOL**”);

WHEREAS, Lessor and Lessee entered into that First Amendment to Communications Site Lease Agreement dated May 14, 2010 (the “**First Amendment**”), and that certain Second Amendment to Communications Site Lease Agreement dated April 30, 2015 (the “**Second Amendment**” and together with the Original Agreement and the First Amendment, the “**Agreement**”), a memorandum of which was filed for record in Book 27763, Page 511 in the Official Records of Palm Beach County, Florida;

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on December 14, 2039 (the “**Original Term**”) and the parties desire to amend the Agreement to provide for additional easements and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) **Additional Easements.** From and after the date hereof, the term “Premises” shall include (i) an easement for ingress, egress and utilities over, under and across that certain real property described on **Exhibit “B”** attached hereto (the “**Access and Utility Easement**”) and (ii) and an easement for the underground installation of utilities under and across that certain real property described and shown on **Exhibit “C”** attached hereto (the “**Underground Utility Easement**”). Each of the Premises and the Access and Utility Easement and the Underground Utility Easement are shown on Exhibit “C” attached hereto. The parties acknowledge and agree that the real property subject to the Agreement is as described on the Exhibits attached hereto.

(b) **Consideration.** As consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars within sixty (60) days following the final execution of this Amendment by Lessee.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor’s failure to provide the IRS Form W-9 within thirty (30) days after Lessee’s request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor’s obligations under the Agreement as amended hereby.

(ii) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(iii) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(e) **Entire Agreement.** Except to the extent modified herein, all other provisions of the Agreement remain in full force and effect. In the event of an express conflict between this Third Amendment and the Agreement, as amended, the terms of this Third Amendment shall control.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____(SEAL)

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing Third Amendment to Communications Site Lease Agreement was acknowledged before me this ____ day of _____, 20__ by _____ of **GLOBAL SIGNAL ACQUISITIONS III LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

EXHIBIT "A"

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°08'00" EAST FOR 20.00 FEET; THENCE SOUTH 03°52'00" WEST FOR 30.00 FEET; THENCE NORTH 86°08'00" WEST FOR 20.00 FEET; THENCE NORTH 03°52'00" EAST FOR 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET (0.013 ACRES), MORE OR LESS.

Together with:

10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 22.65 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 75°52'21" WEST FOR 27.75 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 278 SQUARE FEET (0.006 ACRES), MORE OR LESS.

EXHIBIT "B"

12 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE "VILLAGE OF NORTH PALM BEACH" TRACT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 9941, PAGE 1882 OF SAID PUBLIC RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 86°08'00" EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 6.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE NORTH 03°52'00" EAST FOR 6.00 FEET; THENCE SOUTH 86°08'00" EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF SAID TOWER PARCEL FOR 54.86 FEET; THENCE SOUTH 25°12'15" WEST FOR 62.54 FEET; THENCE SOUTH 09°27'39" WEST FOR 80.13 FEET; THENCE SOUTH 08°32'30" EAST FOR 94.70 FEET; THENCE SOUTH 19°26'38" WEST FOR 26.83 FEET; THENCE SOUTH 63°40'26" WEST FOR 60.08 FEET; THENCE SOUTH 24°57'54" WEST FOR 36.60 FEET; THENCE SOUTH 05°27'45" EAST FOR 48.86 FEET; THENCE SOUTH 37°38'47" WEST FOR 17.98 FEET; THENCE NORTH 89°24'23" WEST FOR 543.77 FEET; THENCE SOUTH 00°35'37" WEST FOR 36.85 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, AND THE NORTHERLY LINE OF THAT PART OF TRACT "S" DESIGNATED AS AN ACCESS EASEMENT DEDICATED TO THE PUBLIC, AS PER THE PLAT OF HARBOUR ISLES, RECORDED IN PLAT BOOK 86, PAGE 111 OF SAID PUBLIC RECORDS, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,831 SQUARE FEET (0.29 ACRES), MORE OR LESS.

EXHIBIT "C"

12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 11.38 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 89°57'57" WEST FOR 11.69 FEET; THENCE NORTH 00°02'30" WEST FOR 184.37 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 6 FEET SOUTH OF THE NORTH LINE OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 89°58'27" WEST ALONG SAID PARALLEL LINE FOR 713.01 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD (A PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 10,909 SQUARE FEET (0.25 ACRES), MORE OR LESS.

As generally shown, together with the premises and access and utility easements thereto, on the following pages.

This Instrument Prepared By:
John R. "B.J." Ibach, Esq.
Burr & Forman LLP
Bank of America Tower
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202

Return To:
Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Cross Reference to:
Book 11607, Page 520
Book 27763, Page 511
Palm Beach County, Florida Records

**MEMORANDUM OF THIRD AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

THIS MEMORANDUM OF THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Memorandum") is made and entered into effective as of the last date of execution set forth below, by and between **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, having a mailing address of 501 U.S. Highway 1, North Palm Beach, Florida 33408 ("**Lessor**"), and **STC FIVE LLC**, a Delaware limited liability company ("**Lessee**"), successor in interest to Sprint Spectrum, L.P., a Delaware limited partnership ("**Sprint**") (having a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317).

WITNESSETH:

WHEREAS, Lessor and Sprint entered into that certain Communications Site Lease Agreement last dated November 9, 1999 (the "**Original Agreement**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in **Exhibit "A"** attached hereto (the "**Premises**"), a memorandum of which Agreement was filed for record in Book 11607, Page 520 in the Official Records of Palm Beach County, Florida (the "**MOL**");

WHEREAS, Lessor and Lessee entered into that First Amendment to Communications Site Lease Agreement dated May 14, 2010 (the "**First Amendment**"), and that certain Second Amendment to Communications Site Lease Agreement dated April 30, 2015 (the "**Second Amendment**" and together with the Original Agreement and the First Amendment, the "**Agreement**"), a memorandum of which was filed for record in Book 27763, Page 511 in the Official Records of Palm Beach County, Florida;

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on December 14, 2039 (the “**Original Term**”); and

WHEREAS, effective as of the date of this Memorandum, Lessor and Lessee have entered into a Third Amendment (the “**Third Amendment**”) to the Agreement to add additional easements and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Agreement, as amended:

**MEMORANDUM OF THIRD AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

Lessor:	Village of North Palm Beach, a Florida municipal corporation, with a mailing address of 501 U.S. Highway 1, North Palm Beach, Florida 33408.
Lessee:	STC Five LLC, a Delaware limited liability company, having a mailing address of c/o Crown Castle USA Inc., Attention: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.
Premises:	The real property leased by Lessor to Lessee, together with easements for ingress, egress and utilities thereto, is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Agreement, as amended by the Amendment, as of the date hereof, and acknowledge that there are no defaults under the Agreement, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement, as previously amended, shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and

any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto.

[Signatures Appear on the Following Pages]

EXHIBIT "A"

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°08'00" EAST FOR 20.00 FEET; THENCE SOUTH 03°52'00" WEST FOR 30.00 FEET; THENCE NORTH 86°08'00" WEST FOR 20.00 FEET; THENCE NORTH 03°52'00" EAST FOR 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET (0.013 ACRES), MORE OR LESS.

Together with:

10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 22.65 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 75°52'21" WEST FOR 27.75 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 278 SQUARE FEET (0.006 ACRES), MORE OR LESS.

AND:

12 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE "VILLAGE OF NORTH PALM BEACH" TRACT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 9941, PAGE 1882 OF SAID PUBLIC RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER

PARCEL; THENCE SOUTH 86°08'00" EAST ALONG THE NORTH LINE OF SAID TOWER PARCEL FOR 6.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE NORTH 03°52'00" EAST FOR 6.00 FEET; THENCE SOUTH 86°08'00" EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF SAID TOWER PARCEL FOR 54.86 FEET; THENCE SOUTH 25°12'15" WEST FOR 62.54 FEET; THENCE SOUTH 09°27'39" WEST FOR 80.13 FEET; THENCE SOUTH 08°32'30" EAST FOR 94.70 FEET; THENCE SOUTH 19°26'38" WEST FOR 26.83 FEET; THENCE SOUTH 63°40'26" WEST FOR 60.08 FEET; THENCE SOUTH 24°57'54" WEST FOR 36.60 FEET; THENCE SOUTH 05°27'45" EAST FOR 48.86 FEET; THENCE SOUTH 37°38'47" WEST FOR 17.98 FEET; THENCE NORTH 89°24'23" WEST FOR 543.77 FEET; THENCE SOUTH 00°35'37" WEST FOR 36.85 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, AND THE NORTHERLY LINE OF THAT PART OF TRACT "S" DESIGNATED AS AN ACCESS EASEMENT DEDICATED TO THE PUBLIC, AS PER THE PLAT OF HARBOUR ISLES, RECORDED IN PLAT BOOK 86, PAGE 111 OF SAID PUBLIC RECORDS, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,831 SQUARE FEET (0.29 ACRES), MORE OR LESS.

AND:

12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT:

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 11.38 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 89°57'57" WEST FOR 11.69 FEET; THENCE NORTH 00°02'30" WEST FOR 184.37 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 6 FEET SOUTH OF THE NORTH LINE OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 89°58'27" WEST ALONG SAID PARALLEL LINE FOR 713.01 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD (A PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

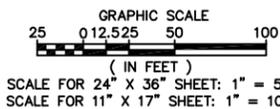
CONTAINING 10,909 SQUARE FEET (0.25 ACRES), MORE OR LESS.

As generally shown, together with the premises and access and utility easements thereto, on the following pages.



SPECIAL PURPOSE SURVEY AND DESCRIPTION SKETCH

SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE



SURVEYOR'S NOTES

- BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 89°52'31" WEST ALONG THE EAST RIGHT OF WAY LINE OF PROSPERITY FARMS ROAD (A PUBLIC RIGHT OF WAY), ALSO BEING THE WEST LINE OF THE PARENT PARCEL.
- UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
- THE SPECIAL PURPOSE SURVEY AND DESCRIPTION SKETCH SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JANUARY 23, 2020.
- UNLESS NOTED OTHERWISE, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED.
- THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A PROPERTY REPORT. THIS OFFICE HAS NOT PERFORMED AN INDEPENDENT SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, SETBACKS OR DEED RESTRICTIONS.
- SITE STREET ADDRESS:
1200 PROSPERITY FARMS ROAD, NORTH PALM BEACH, FL 33410

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120217 0379 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA, DATED 10/5/2017, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

SURVEYOR'S NOTE:
THE EXISTING TOWER AND ALL THE TOWER SITE RELATED IMPROVEMENTS ARE LOCATED WITHIN THE SUBJECT TOWER PARCEL AND THE ASSOCIATED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT, WITH THE EXCEPTION OF THE SOUTHERLY TOWER COMPOUND FENCE AND THE SOUTHERLY PARTS OF THE EASTERLY AND WESTERLY COMPOUND FENCES.

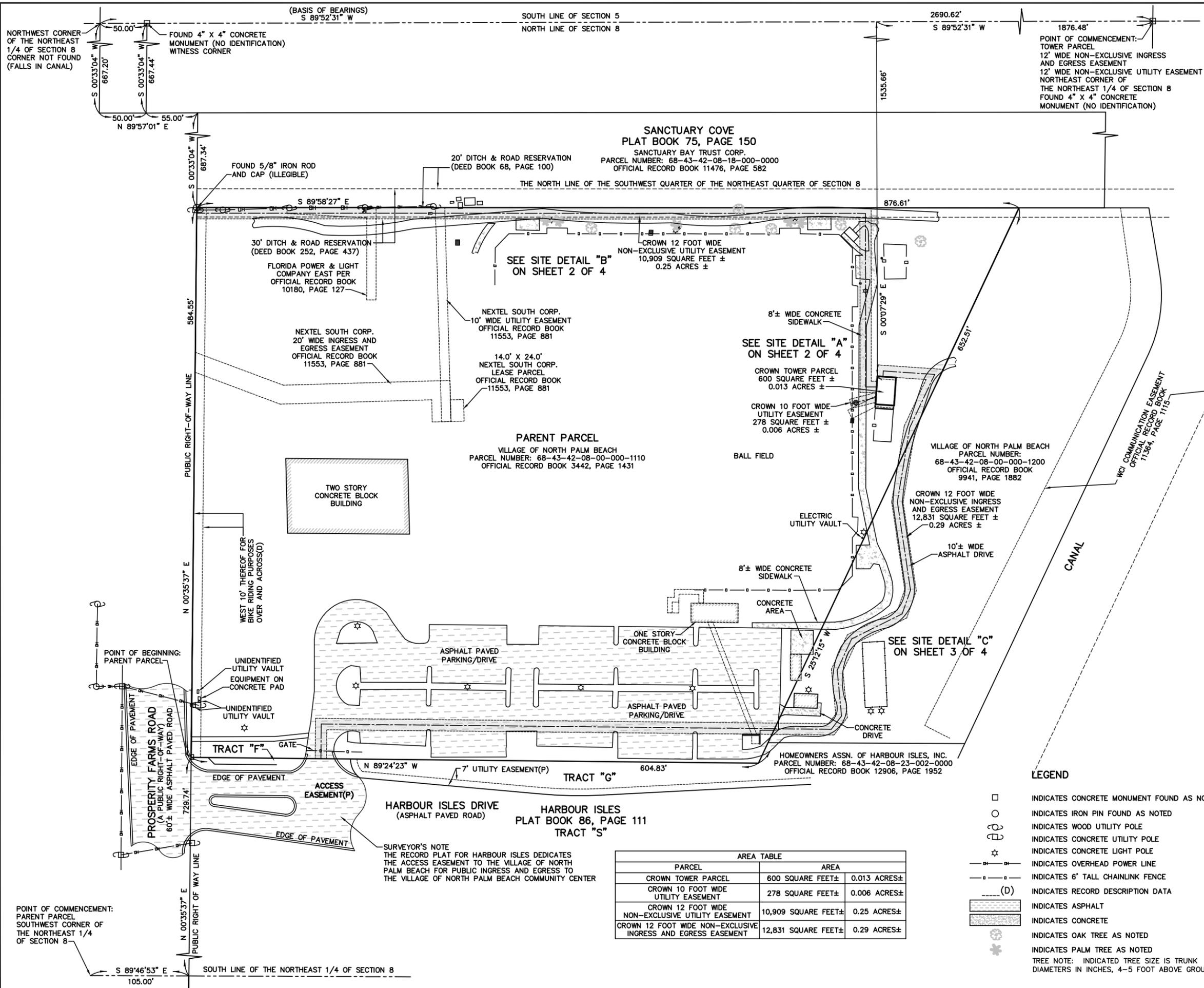
CERTIFIED TO:
CROWN CASTLE
FIDELITY NATIONAL TITLE INSURANCE COMPANY
GEOLINE SURVEYING, INC., LB 7082
David G. Short
DAVID G. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022



GEOLINE SURVEYING, INC. Professional Land Surveyors
13490 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax: (386)462-9986
geoline@geolineinc.com

DESIGNED: KEITH BARTON	SCALE: AS SHOWN
DRAWN: KEITH BARTON	DATE: JANUARY 23, 2020
CHECKED: DAVE SHORT	PROJECT #: 265-11930

CROWN CASTLE SITE BUN #878279
VILLAGE OF NORTH PALM BEACH SITE- PALM BEACH COUNTY, FLORIDA
ADDRESS: 1200 PROSPERITY FARMS ROAD, NORTH PALM BEACH, FL 33410
DRAWING# 265-11930 SHEET# 1 OF 4



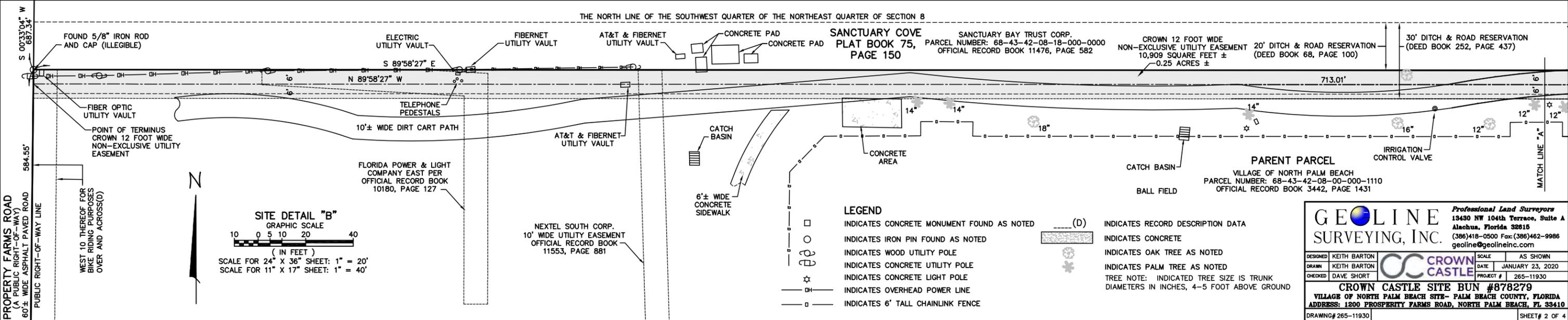
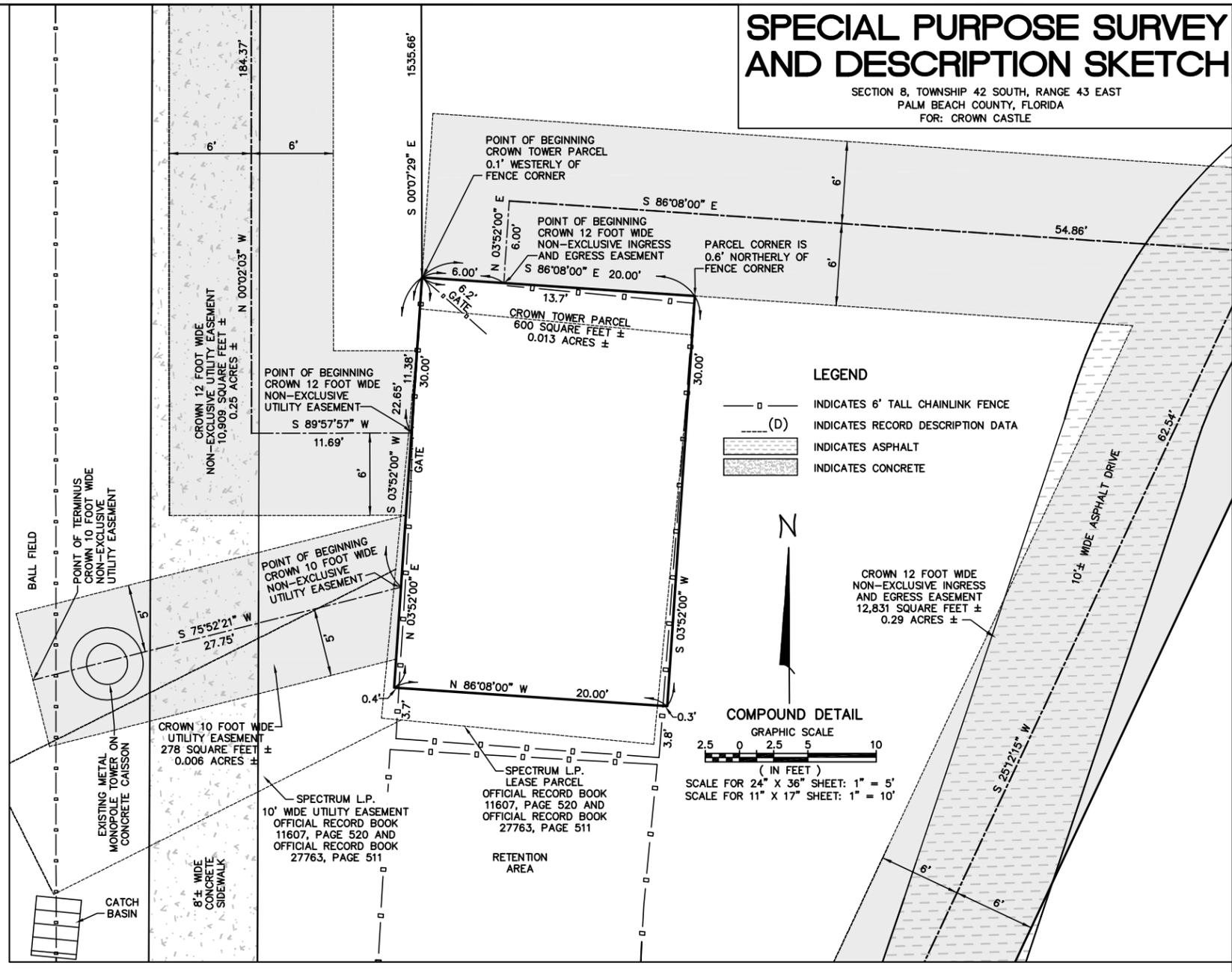
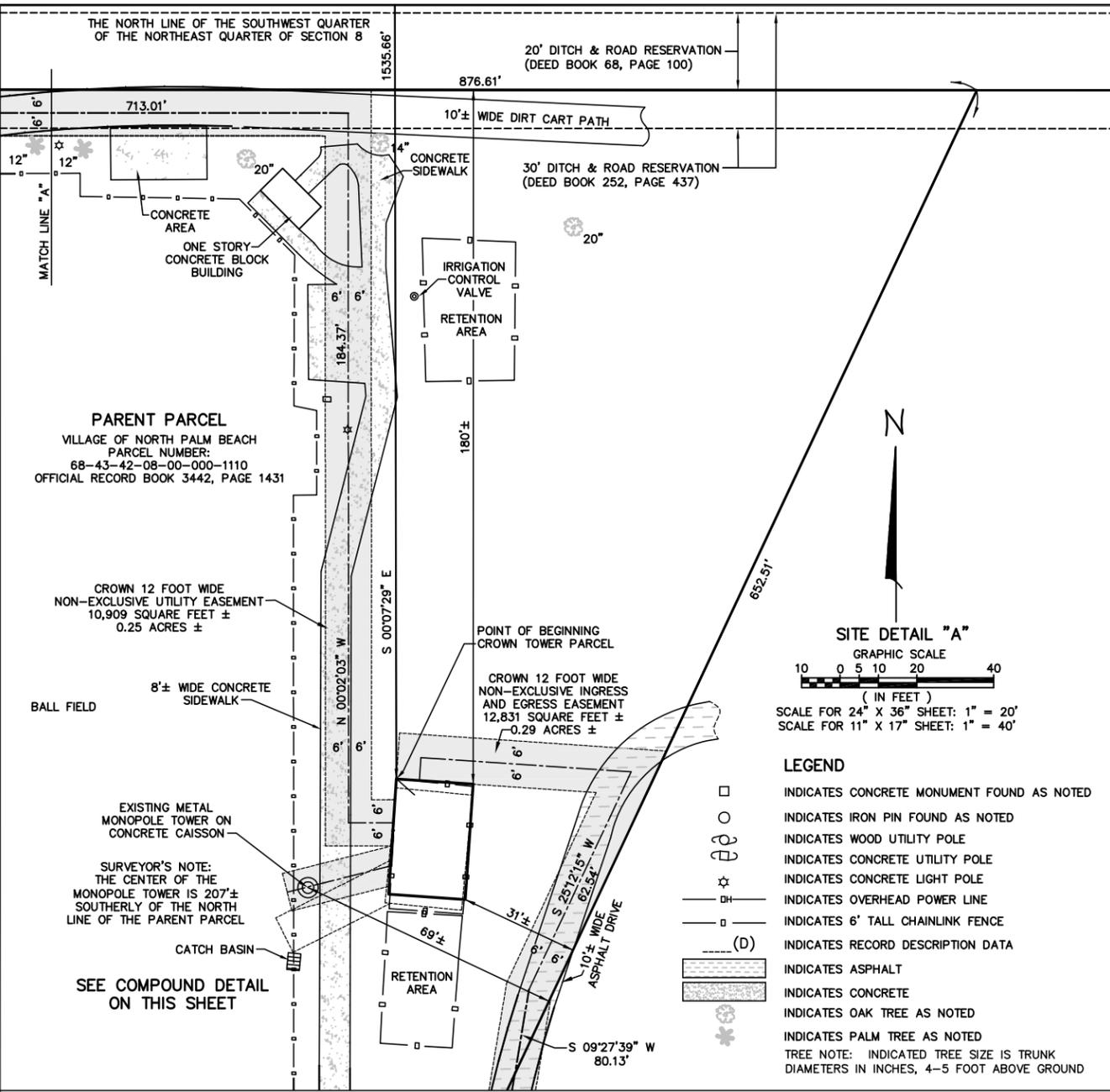
POINT OF COMMENCEMENT:
PARENT PARCEL
SOUTHWEST CORNER OF
THE NORTHEAST 1/4
OF SECTION 8

NORTHWEST CORNER
OF THE NORTHEAST
1/4 OF SECTION 8
CORNER NOT FOUND
(FALLS IN CANAL)

SURVEYOR'S NOTE
THE RECORD PLAT FOR HARBOUR ISLES DEDICATES
THE ACCESS EASEMENT TO THE VILLAGE OF NORTH
PALM BEACH FOR PUBLIC INGRESS AND EGRESS TO
THE VILLAGE OF NORTH PALM BEACH COMMUNITY CENTER

SPECIAL PURPOSE SURVEY AND DESCRIPTION SKETCH

SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE



GEOLINE SURVEYING, INC.
Professional Land Surveyors
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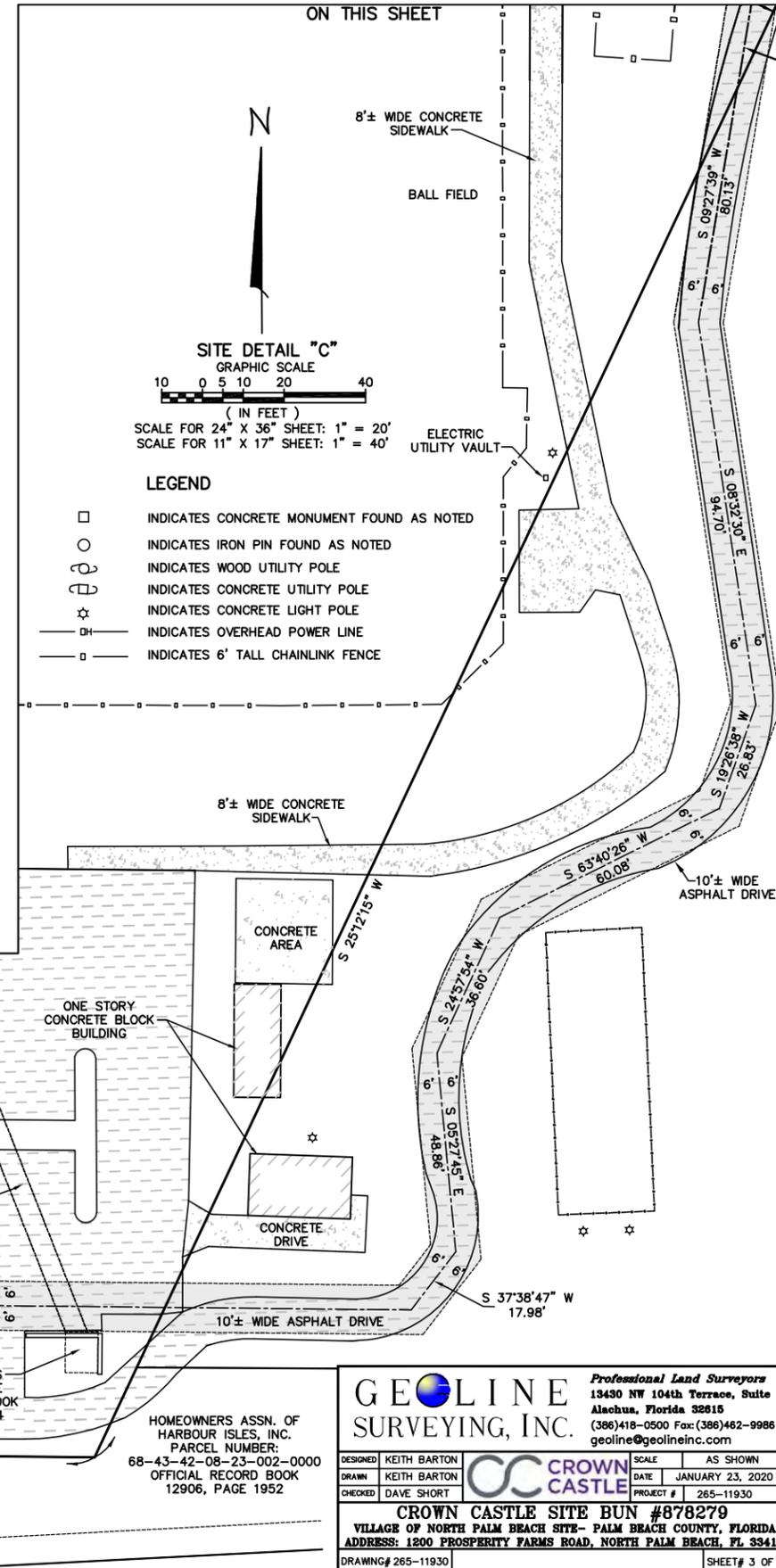
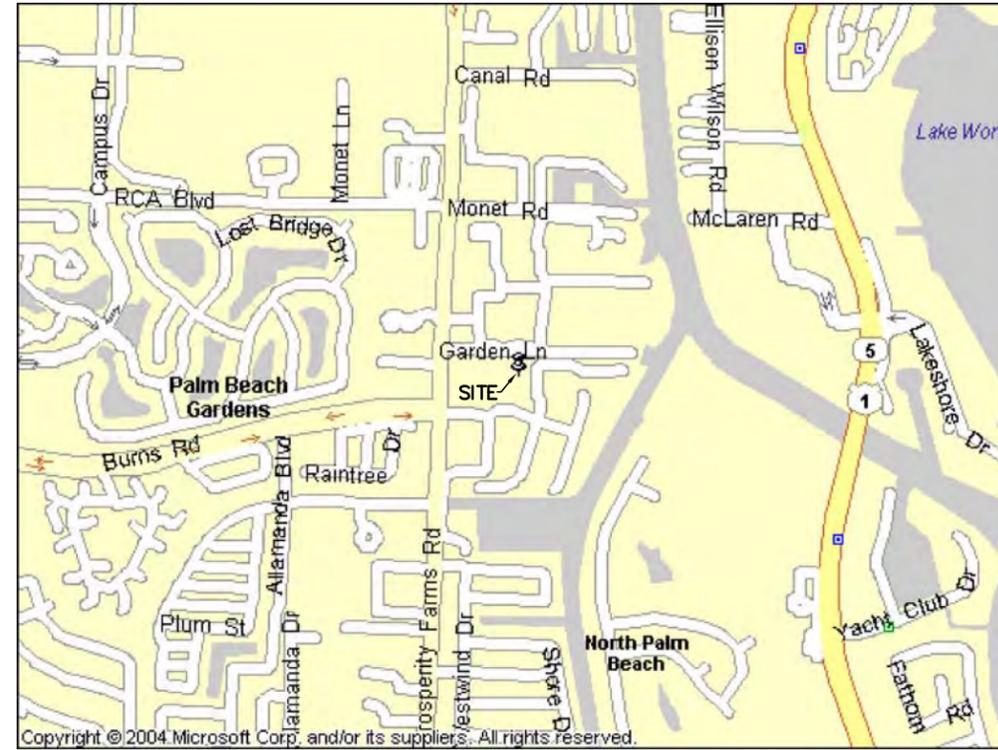
DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JANUARY 23, 2020
CHECKED	DAVE SHORT	PROJECT #	265-11930

CROWN CASTLE

CROWN CASTLE SITE BUN #878279
VILLAGE OF NORTH PALM BEACH SITE - PALM BEACH COUNTY, FLORIDA
ADDRESS: 1200 PROSPERITY FARMS ROAD, NORTH PALM BEACH, FL 33410
DRAWING# 265-11930 SHEET# 2 OF 4

SPECIAL PURPOSE SURVEY AND DESCRIPTION SKETCH

SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE



VICINITY MAP
NOT TO SCALE

LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTE
THE RECORD PLAT FOR HARBOUR ISLES DEDICATES THE ACCESS EASEMENT TO THE VILLAGE OF NORTH PALM BEACH FOR PUBLIC INGRESS AND EGRESS TO THE VILLAGE OF NORTH PALM BEACH COMMUNITY CENTER

HARBOUR ISLES
PLAT BOOK 86, PAGE 111
TRACT "G"

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13490 NW 104th Terrace, Suite A
Alachua, Florida 32815
(386)418-0500 Fax: (386)462-9986
geoline@geolineinc.com

DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JANUARY 23, 2020
CHECKED	DAVE SHORT	PROJECT #	265-11930

CROWN CASTLE SITE BUN #878279
VILLAGE OF NORTH PALM BEACH SITE- PALM BEACH COUNTY, FLORIDA
ADDRESS: 1200 PROSPERITY FARMS ROAD, NORTH PALM BEACH, FL 33410
DRAWING# 265-11930 SHEET# 3 OF 4

SPECIAL PURPOSE SURVEY AND DESCRIPTION SKETCH

SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE

PROPERTY DESCRIPTIONS

PARENT PARCEL
(OFFICIAL RECORD BOOK 3442, PAGE 1431)

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°46'53" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, (THE SOUTH LINE OF SAID NORTHEAST QUARTER IS ASSUMED TO BEAR SOUTH 89°46'53" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO) A DISTANCE OF 105.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD; THENCE NORTH 0°35'37" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 729.74 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE NORTH 0°35'37" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 584.55 FEET TO A POINT ON A LINE 20.0 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89°58'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 876.61 FEET TO A POINT; THENCE SOUTH 25°12'15" WEST PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF THE NORTH PALM BEACH WATERWAY AS SHOWN ON THE PLAT OF GOLF COURSE ADDITION NO. 2, VILLAGE OF NORTH PALM BEACH, AS RECORDED IN PLAT BOOK 28, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 652.51 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTH RIGHT-OF-WAY LINE OF BURNS ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 1241, PAGES 259 AND 260, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°24'23" WEST ALONG SAID PROLONGATION A DISTANCE OF 604.83 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD AND THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR BIKE RIDING PURPOSES OVER AND ACROSS THE WEST 10.0 FEET THEREOF.

CROWN TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°08'00" EAST FOR 20.00 FEET; THENCE SOUTH 03°52'00" WEST FOR 30.00 FEET; THENCE NORTH 86°08'00" WEST FOR 20.00 FEET; THENCE NORTH 03°52'00" EAST FOR 30.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET (0.013 ACRES), MORE OR LESS.

CROWN 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 22.65 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 75°52'21" WEST FOR 27.75 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 278 SQUARE FEET (0.006 ACRES), MORE OR LESS.

CROWN 12 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE "VILLAGE OF NORTH PALM BEACH" TRACT AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 9941, PAGE 1882 OF SAID PUBLIC RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 12,831 SQUARE FEET (0.29 ACRES), MORE OR LESS.

CROWN 12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 89°52'31" WEST ALONG THE NORTH LINE OF SAID SECTION 8 FOR 1876.48 FEET; THENCE SOUTH 00°07'29" EAST FOR 1535.66 FEET TO THE NORTHWEST CORNER OF A 20 FOOT BY 30 FOOT TOWER PARCEL; THENCE SOUTH 03°52'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 11.38 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 89°57'57" WEST FOR 11.69 FEET; THENCE NORTH 00°02'30" WEST FOR 184.37 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 6 FEET SOUTH OF THE NORTH LINE OF THE "VILLAGE OF NORTH PALM BEACH" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 3442, PAGE 1431 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 89°58'27" WEST ALONG SAID PARALLEL LINE FOR 713.01 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD (A PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 10,909 SQUARE FEET (0.25 ACRES), MORE OR LESS.

GEOLINE SURVEYING, INC.		<i>Professional Land Surveyors</i> 13490 NW 104th Terrace, Suite A Alachua, Florida 32815 (386)418-0500 Fax: (386)462-9986 geoline@geolineinc.com	
DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JANUARY 23, 2020
CHECKED	DAVE SHORT	PROJECT #	265-11930
CROWN CASTLE SITE BUN #878279			
VILLAGE OF NORTH PALM BEACH SITE - PALM BEACH COUNTY, FLORIDA ADDRESS: 1200 PROSPERITY FARMS ROAD, NORTH PALM BEACH, FL 33410			
DRAWING# 265-11930			SHEET# 4 OF 4